



Mission Academy

CHARTER RENEWAL PETITION

PRESENTED TO
ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT

RENEWAL SUBMISSION TERM:
JULY 1, 2026 - JUNE 30, 2031

GRADES 6-12

**FIRST APPROVED BY ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT
ON MARCH 8, 2018**

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AFFIRMATIONS AND ASSURANCES

As the authorized lead petitioner, I, Lindsay Reese, hereby certify that the information submitted in this petition for renewal of the charter of a California public charter school, Mission Academy (“Mission Academy,” or the “Charter School”), for a five-year renewal term to begin July 1, 2026, submitted to the Acton-Agua Dulce Unified School District (“AADUSD” or the “District”), is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded the charter renewal, Mission Academy shall follow any and all federal, state, and local laws and regulations that apply to Mission Academy, including but not limited to:

- Mission Academy shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]
- Alta Vista Public Charter, Inc. declares that it shall be deemed the exclusive public school employer of the employees of Mission Academy for the purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(c)(6)]
- Mission Academy shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]
- Mission Academy shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]
- Mission Academy shall admit all students who wish to attend Mission Academy, unless Mission Academy receives a greater number of applications than there are spaces for students, in which it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2) and Education Code Section 51747.3, admission to Mission Academy shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of Mission Academy in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)]
- Mission Academy shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)]
- Mission Academy shall not discourage a pupil from enrolling or seeking to enroll in Mission Academy for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in clause (iii) of

subparagraph (B) of paragraph (2) [pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation]. [Ref. Education Code Section 47605(e)(4)(A)]

- Mission Academy shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment. [Ref. Education Code Section 47605(e)(4)(B)]
- Mission Academy shall not encourage a pupil currently attending Mission Academy to disenroll from Mission Academy or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in clause (iii) of subparagraph (B) of paragraph (2) [pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation]. This subparagraph shall not apply to actions taken by Mission Academy pursuant to the procedures described in subparagraph (J) of paragraph (5) of subdivision (c) [pupil suspension and expulsion procedures]. [Ref. Education Code Section 47605(e)(4)(C)]
- Mission Academy shall post and maintain on its internet website a notice developed by the California Department of Education of the requirements of Education Code Section 47605(d). Mission Academy shall provide a parent or guardian, or a pupil if the pupil is 18 years of age or older, a copy of this notice at all of the following times: (i) when a parent, guardian, or pupil inquires about enrollment; (ii) before conducting an enrollment lottery; and (iii) before disenrollment of a pupil. [Ref. Education Code Section 47605(e)(4)(D)]
- A person who suspects that Mission Academy has violated Education Code Section 47605(e)(4) may file a complaint with the chartering authority using the template developed by the California Department of Education. [Ref. Education Code Section 47605(e)(4)(E)]
- Notwithstanding any other law, a charter school in operation as of July 1, 2019, that operates in partnership with the California National Guard may dismiss a pupil from the charter school for failing to maintain the minimum standards of conduct required by the Military Department. [Ref. Education Code Section 47605(e)(5)]
- Mission Academy shall adhere to all applicable provisions of federal law relating to students with disabilities, including, but not limited to, the Individuals with Disabilities in Education Improvement Act of 2004, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990.

- Mission Academy shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5, California Code of Regulations Section 11967.5.1(f)(5)(C)]
- Mission Academy shall ensure that teachers in Mission Academy hold a Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the charter school and shall be subject to periodic inspection by the chartering authority. A governing body of a direct-funded charter school may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. A charter school shall have authority to request an emergency permit or a waiver from the
- Commission on Teacher Credentialing for individuals in the same manner as a school district. By July 1, 2020, all teachers in charter schools shall obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Sections 44339, 44340, and 44341. [Ref. Education Code Section 47605(l)(1)-(2)]
- Mission Academy shall at all times maintain all necessary and appropriate insurance coverage.
- Mission Academy shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves Mission Academy without graduating or completing the school year for any reason, Mission Academy shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to Mission Academy within 30 days if Mission Academy demonstrates that the pupil had been enrolled in Mission Academy. This paragraph applies only to pupils subject to compulsory full-time education pursuant to Section 48200. [Ref. Education Code Section 47605(e)(3)]
- Mission Academy may encourage parental involvement but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, Mission Academy. [Ref. Education Code Section 47605(n)]
- Mission Academy shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]

- Mission Academy shall on a regular basis consult with its parents and teachers regarding Mission Academy’s education programs. [Ref. Education Code Section 47605(d)(2)]
- Mission Academy shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]
- Mission Academy shall comply with all applicable portions of the Elementary and Secondary Schools Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).
- Mission Academy shall comply with the California Public Records Act.
- Mission Academy shall comply with the Family Educational Rights and Privacy Act.
- Mission Academy shall comply with the Ralph M. Brown Act.
- Mission Academy shall comply with Government Code Section 1090, except as allowed under Education Code section 47604.1(d).
- Mission Academy shall comply with the Political Reform Act of 1974.
- Mission Academy shall meet or exceed the legally required minimum number of school days. [Ref. Title 5, California Code of Regulations Section 11960]
- Mission Academy shall comply with Education Code Section 51745 *et seq.* related to independent study.



Lindsay Reese, Area Superintendent

September 25, 2025
Date

INTRODUCTION

Introduction

Mission Academy seeks authorization for renewal from AADUSD to continue to operate and serve students in grades sixth through twelve within Los Angeles County and adjacent counties.

By way of background, in March of 2018, the AADUSD Board of Education approved Mission Academy for a five-year term, and Mission Academy began serving students in the 2018-2019 school year. Under Assembly Bill 130 (2021) and Senate Bill 114 (2023), the charter term was automatically extended three additional years through June 30, 2026. Pursuant to Education Code Section 47607, Mission Academy is now submitting its petition to AADUSD for a five-year renewal term from July 1, 2026 to June 30, 2031. We look forward to another successful renewal process and continued partnership with AADUSD and the AADUSD Board of Education.

Mission Academy is operated by Alta Vista Public Charter, Inc., a 501(c)(3) nonprofit public benefit corporation. Mission Academy offers a sixth through eighth grade program along with a high school diploma program, and provides a flexible, personalized virtual learning program for students whose academic needs fall outside the scope of the traditional school system. Many of Mission Academy's students are opportunity youth, who experience high mobility rates and various risk factors. MA provides access to an array of programs and community services that help them re-engage in their academics as well as exposing them to opportunities to further develop courage, resiliency and important life skills. The goal of Mission Academy's trauma informed model is to mitigate the academic and social impacts that affect local communities, improve school responsiveness to student and family needs, and to organize school and community resources to address barriers to learning. MA believes that it indeed takes a village to raise a child; therefore, MA works with likeminded community and educational partners to provide improved student learning and agency, stronger families, and healthier communities.

Mission Academy meets students where they are academically and holistically, addressing education through a human-centered lens. MA believes that "with schools at the center of communities, coordinated services by the school and other outside agencies should work together to ensure that student basic needs are met so they are prepared to learn."¹

Our credentialed teachers meet daily with students in grades six through eight and weekly with students in grades nine through twelve to provide academic instruction and support, review student assignments, update parents/guardians, and discuss goals and progress to ensure student success. Our teachers and staff are available to answer day-to-day questions, work through conceptual problems with students, and help parents tackle instructional learning challenges that may arise with a teenager at home. Mission Academy teachers and counselors also provide students and parents with access to community resources and services to address food insecurities, mental health issues, or other unmet needs that are barriers to learning..

In addition to being a Dashboard Alternative Status School (DASS) and serving a high percentage

¹ Belson, Sarah Irvine, Anastasia Snelling, and Emily Heap. "Reconsidering Maslow: the role of the school health policy in a holistic approach to child health and wellness." *J Educ Soc Policy* 5 (2018): 9-19.

of special population-designated students, Mission Academy prides itself on exceeding the needs of students with disabilities. Mission Academy's enrollment consistently averages about 19% SPED students. These students have ongoing access to experienced and caring Academic Advisers, as well as special education case managers to provide supports including tutoring, instructional accommodations, and access to specialized academic group instruction (SAI).

Throughout this charter renewal petition, Mission Academy will demonstrate it has met the criteria for renewal and has met the intent of the Charter Schools Act of 1992 (Education Code Section 47600, *et seq.*), which was enacted by the legislature to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to:

- Improve student learning and provide innovative educational opportunities.
- Expand learning experiences for all students, with special emphasis on academically low-achieving students.
- Encourage innovative teaching methods and create professional opportunities for teachers to meet the unique needs of a student's academic and emotional development.
- Offer students and families expanded choices within the public school system.
- Hold the school accountable for meeting measurable student outcomes in a performance-based accountability system.

Mission Academy remains committed to its mission of fostering student achievement, equity, and community engagement. We respectfully request the renewal of our charter so we can continue empowering students and transforming lives in partnership with AADUSD.

CRITERIA FOR RENEWAL

1. EVIDENCE OF MEETING CHARTER RENEWAL STANDARDS PURSUANT TO EDUCATION CODE SECTION 47607(C)(7)

Education Code Section 47607(c)(7) states:

Paragraph (2) and subdivisions (a) and (b) of Section 47607.2 shall not apply to a charter school that is eligible for alternate methods for calculating the state and local indicators pursuant to subdivision (d) of Section 52064.5. In determining whether to grant a charter renewal for such a charter school, the chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the evaluation rubrics adopted pursuant to subdivision (c) of Section 52064.5, the charter school's performance on alternative metrics applicable to the charter school based on the pupil population served. The chartering authority shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered pursuant to this paragraph and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The chartering authority may deny a charter renewal pursuant to this paragraph only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of pupils.

The following shall serve as documentation confirming that Mission Academy meets the statutory criteria required for renewal as set forth in Education Code Section 47607(c)(7). (Also see **Exhibit A: California School Dashboard**). Comparative data between Mission Academy and other Los Angeles County Dashboard Alternative School Status (DASS) schools is located in **Exhibit B**.

A. Dashboard Alternative School Status ("DASS")

In 2013, California's accountability system significantly changed with the adoption of the Local Control Funding Formula (LCFF). Included in LCFF is a new accountability system, the California School Dashboard (Dashboard), which contains state indicators and standards to help identify a school's strengths, weaknesses, and areas in need of improvement. In recognition of alternative schools that serve high-risk student groups, in May 2017 the State Board of Education approved the Dashboard Alternative School Status (DASS) program. The DASS replaces the previously administered Alternative Schools Accountability Model (ASAM) and holds alternative schools and alternative schools of choice accountable for alternative accountability indicators that were incorporated in the Dashboard beginning with the fall 2018 release.

As described above, and as allowed under state law, Mission Academy has qualified as a DASS school and is therefore eligible for alternate methods for calculating the state and local indicators pursuant to Education Code Section 52064.5(d). As required by the DASS program, Mission Academy will maintain an unduplicated count of at least 70% of the school's total enrollment composed of the required high-risk student groups. See the list of active DASS schools on the CDE website at: <https://www.cde.ca.gov/ta/ac/documents/dassactiveschools2023-24.xlsx>.

B. Alternative Metrics for Charter Renewal Applicable to the Charter School Based on the Pupil Population Served

As indicated throughout this petition, Mission Academy serves underserved students who enroll credit deficient and often lacking grade level skills needed to be successful; moreover, ongoing academic struggles often leave students feeling deflated or disengaged from their education altogether. Mission Academy recognizes these struggles are real and understands that assessments alone do not always accurately indicate student growth or potential. As a DASS school, Mission Academy subscribes to the belief, as also recognized in state law, that alternative metrics are necessary in measuring the academic growth of underserved students. Mission Academy is excited to have worked with AADUSD in defining these metrics and sharing the success stories of our school.

Mission Academy, in collaboration with AADUSD, has agreed to the following alternative metrics for renewal:

Assessment (Alternative/ Dashboard)	Groups	Metrics	Performance
California Assessment of Student Performance and Progress (CAASPP)	All Students Grades 6, 7, 8 and 11	Mission Academy will show gains in the Distant from Standards measurement as indicated on the California Dashboard	All students ELA Growth: Increased 39.9 points All students Math Growth: Increased 32.7 points Subgroups ELA Growth: • H – increased 10 points • SED – increased 41.3 points • EL – increased 6.4 points • LTEL – increased 12.2 points • SPED – increased 65.9 points • W – Increased 84.5 points Subgroups Math Growth: • H – increased 20.8 points • SED – increased 37.6 points • EL – increased 45.8 points • LTEL – increased 53 points • SPED – increased 64.6 points • W – Increased 59 points Participation Rate ELA: 98% (242/248 Students Tested)

Assessment (Alternative/ Dashboard)	Groups	Metrics	Performance
		95% student participation rate as required by the state	Participation Rate Math: 98% (242/248 Students Tested)
English Learner Progress Indicator (ELPI)	EL Students	Mission Academy will show an increase in the percentage of current EL students who progressed at least 1 ELPI Level as indicated on the CA Dashboard for English Learner Progress Indicator* A 100% participation rate is required by the state	ELPI: 33.3% making progress towards English language proficiency - Declined 9.2% - EL enrollment increased by 50% from the 2022-23 to the 2023-24 school year Participation Rate ELPAC: 96.7%
Northwest Evaluation Association (NWEA) MAP	All Students	Mission Academy students will improve upon annual scores	Fall 2024 to Spring 2025 Reading Conditional Growth Index: Overall – 58% of students showed growth in Reading between pre- and post-test - Grade 7 EL – 2.51 (nearly +3 yrs growth) - Grade 7 SPED - 1.80 (+2 yrs growth) - Grade 8 EL - 1.05 (+1.5 yrs growth) - Grade 9 All Students - +0.53 (+1.2 yrs growth) - Grade 9 EL – 0.74 (+1.3 yrs growth) - Grade 10 EL – 1.34 (nearly +2 yrs growth) - Grade 10 SPED – 0.85 (1.4 yrs growth)

Assessment (Alternative/ Dashboard)	Groups	Metrics	Performance
			- Grade 11 EL – 2.85 (nearly +3 yrs growth) - Grade 11 SPED - 1.44 (nearly +2 yrs growth) Math Conditional Growth Index: Overall – 58% of students showed growth in Reading between pre- and post-test - Grade 6 All Students – 1.00 (1+ yrs growth) - Grade 7 All - 2.29 (2+ yrs growth) - Grade 7 EL - 2.28 (2+ yrs growth) - Grade 7 SED - 2.27 (2+ yrs growth) - Grade 8 All - 1.35 (+1.5 yrs growth) - Grade 8 SPED - 1.95 (+2 yrs growth) - Grade 9 All - 1.35 (+1.5 yrs growth) - Grade 9 SPED – 1.62 (2+ yrs growth) - Grade 9 EL – 2.33 (+2 yrs growth) - Grade 10 EL – 3.04 (+3 yrs growth)
Dashboard Alternative School Status (DASS) One- Year Graduation Rate Report (CA Dashboard)	Grade 12 Students and Early Grade 11 Graduates	Mission Academy will increase its 1- year graduation cohort rate over the previous year’s cohort rate as measured by the California Dashboard	Graduation Growth (All): 96.5% (increased +6.5%) Number of Graduates: 165 (increased +84 students) Graduation Rate Subgroup Growth: - Homeless – 100% - SED – 96.1% (+6.5%) - SWD – 100% (+13.3%) - African American – 100%

Assessment (Alternative/ Dashboard)	Groups	Metrics	Performance
			- Hispanic – 95.1% (+4.4%) - White – 100% (+16.7%)
Success Rate	All grades/ All students	Based on total student enrollment, Mission Academy will show increases in graduation percentages and student retention percentages over the previous year	Success Rate: 91.2% (Increased 4.4%) Breakdown: - Retained 52.3% (+2.1%) - Rematriculated 24.4% (+1.1%) - Graduated 14.5% (+1.2%)

* As a reminder, the 2022 Dashboard is a re-start of California's accountability system. Since the 2022 Dashboard is a re-start, the performance of the school in these categories establishes a new starting point of baseline data against which future improvements can be gauged.

CALIFORNIA ASSESSMENT OF STUDENT PERFORMANCE AND PROGRESS (CAASPP)

CAASPP Scores, 2022-24: Percentage of Students Meeting or Exceeding Standards

Demographic	Assessment	2022	2023	2024
MA Schoolwide Assessment Results (Grades 6-8 & 11)	ELA	33.33%	28.72%	23.55%
	Math	14.17%	15.62%	8.68%
	Science	22.22%	13.47%	14.58%

Key: Green Indicates Growth from Previous Year & Yellow Indicates Maintained from Previous Year

Source: CDE Data Quest CAASPP Test Results @ <https://caaspp-elpac.cde.ca.gov/caaspp/>

Based on preliminary 2024-25 CAASPP data, Mission Academy is projected to show considerable gains for students meeting/exceeding standards in ELA, Mathematics, and Science as shown on the table below.

2025 as of 06.02.25		ELA			Math			Science		
Official Results Coming Fall 2025		% Met/ Exceeded	Difference	2023-24 CA Dashboard	% Met/ Exceeded	Difference	2023-24 CA Dashboard	% Met/ Exceeded	Difference	2023-24 CA Dashboard
MA		34.7%	+11.2%	23.6%	28.3%	+19.6%	8.7%	19.0%	+4.4%	14.6%

STUDENT PARTICIPATION RATES

2022 SBAC	2023 SBAC	2024 SBAC
ELA = 94%	ELA = 84%	ELA = 98%
Math = 94%	Math = 83%	Math = 98%
2022 CAST	2023 CAST	2024 CAST
82%	91%	98%

Source: CDE Data Quest CAASPP Test Results @ <https://caaspp-elpac.cde.ca.gov/caaspp/>

As required by the state of California, all students who are eligible and are in the appropriate grade levels participate in the corresponding CAASPP assessments. These assessments include Smarter Balanced Summative Assessment (SBAC) in English language arts/literacy (ELA) and mathematics academic assessment for students in grades 6-8 and 11, and the California Science Test (CAST) for students in grades 8 and 11. Mission Academy strives for a 95% participation rate at each assessment interval to improve California Dashboard results. When analyzed over consecutive years, this data provides valuable insights into student growth and areas for improvement, guiding school-wide instructional and curricular enhancements. Percentages highlighted in green indicate an increased percentage of students meeting and exceeding standards over the previous year.

Years: Performance Data by Significant Subgroups

Demographic	Assessment	2022	2023	2024
Economically Disadvantaged	ELA	25.61%	25.53%	21.31%
	Math	7.32%	15.21%	8.74%
	Science	7.41%	15.00%	13.24%
Students with Disabilities	ELA	14.29%	3.45%	4.35%
	Math	0.00%	4.00%	0.00%
	Science	...	...	7.69%
English Learners	ELA	...	12.50%	3.57%
	Math	...	6.25%	3.57%
	Science	...	...	16.67%
Reclassified Fluent English Proficient (RFEP)	ELA	38.71%	34.43%	34.61%
	Math	6.45%	19.67%	11.54%
	Science	...	20.00%	22.22%
Ever-ELs	ELA	35.00%	29.87%	23.75%
	Math	10.00%	16.88%	8.75%
	Science	8.33%	19.05%	16.67%
African American	ELA	21.43%	18.75%	26.08%
	Math	14.29%	12.50%	8.70%
	Science	...	...	...
Hispanic or Latino	ELA	35.62%	30.24%	16.27%
	Math	13.70%	14.84%	6.02%
	Science	16.00%	17.24%	11.43%
White	ELA	33.33%	36.00%	38.46%
	Math	19.04%	20.84%	17.94%
	Science	...	9.09%	23.07%

Key: Green Indicates Growth from Previous Year

Source: CDE Data Quest CAASPP Test Results @ <https://caaspp-elpac.cde.ca.gov/caaspp/>

As indicated from the data above, Mission Academy students did not exceed previous year results for ALL students meeting/exceeding standards in ELA or math. However, Mission Academy students maintained its scores with a slight increase for students meeting/exceeding standards in science. Black or African students and White students demonstrated growth in ELA and our Students with Disabilities and RFEP students maintained ELA proficiency over the previous year. Mission Academy students maintained their previous year results for ALL students meeting/exceeding standards in science with our RFEP and White students demonstrating growth in science proficiency over the previous year.

In analyzing CAASPP data, it is important to keep in mind that Mission Academy's continuous enrollment and inherent turnover of its students throughout the year makes it difficult to accurately measure the success of its program based solely on CAASPP results. SBAC assessments in ELA and math only assess Mission Academy grades 6-8 and grade 11 students, many of which are newly enrolled in our program in the months and sometimes days leading into the assessment window. Moreover, many of our high school students often lack the completion of grade level ELA courses or Algebra 1 upon enrollment. For the 2023-24 testing administration, Mission Academy met the required 95% or greater student participation rate on all its CAASPP assessments; however, of the 242 students who tested, only 2.9% were enrolled with Mission Academy three or more years leading into testing while 67.8% had been enrolled with Mission Academy for less than a year.

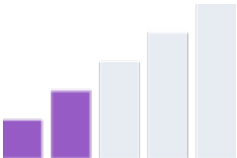
Regardless of a student's enrollment history, Mission Academy is committed to identifying each student's academic needs upon enrollment and providing necessary support and interventions where needed. As indicated from the data above, Mission Academy will continue to support students with their literacy and mathematics needs through interventions, tutoring, differentiated instruction and one-on-one support. Mission Academy will continue to monitor student CAASPP results in addition to NWEA results and adjust prescriptive learning as needed.

ENGLISH LEARNER PROGRESS INDICATOR

The English Learner Progress Indicator (ELPI) measures student progress toward English language proficiency (ELP) and is based on students' English Language Proficiency Assessments for California (ELPAC) Summative Assessment (SA) results. Calculations use both a student's current and prior year SA results. The proposed status rate cut scores for each of the status levels are below:

Status Level	Proposed Status Rate Cut Score
Very Low	Less than 35% of EL students increased at least one ELPI level or maintained the ELP criterion (Level 4).
Low	35% to less than 45% of EL students increased at least one ELPI level or maintained the ELP criterion (Level 4).
Medium	45% to less than 55% of EL students increased at least one ELPI level or maintained the ELP criterion (Level 4).
High	55% to less than 65% of EL students increased at least one ELPI level or maintained the ELP criterion (Level 4).
Very High	65% or more of EL students increased at least one ELPI level or maintained the ELP criterion (Level 4).

Mission Academy English Learner Progress Indicator (ELPI) Results

2022	2023	2024
English Learner Progress All Students  Low 50% making progress towards English language proficiency Number of EL Students: 36	English Learner Progress All Students  Orange 42.6% making progress Declined 3.6% Number of EL Students: 47	English Learner Progress All Students  Red 33.3% making progress Declined 9.2% Number of Students: 66

Source: [https://www.caschooldashboard.org/\(2024\)](https://www.caschooldashboard.org/(2024))

Based on the chart above, Mission Academy's ELPI is considered low with only 33.3% of its EL students increasing at least one ELPI level from the previous year.

Mission Academy will continue investing more time on its English Language (EL) Program to raise the ELPI; we will be working with our EL teachers on providing further support and interventions to EL students by providing more professional development, creating professional learning communities (PLCs) to support instruction, and increasing the reclassification rate. For the 2023-24 school year, internal data indicates Mission Academy's reclassification rate increased by 4.03% over the previous year (2022-23 RFEP = 10.26% and 2023-24 RFEP = 14.29%).

NORTHWEST EVALUATION ASSOCIATION (NWEA) MEASURES OF ACADEMIC PROGRESS (MAP)

Mission Academy uses NWEA MAP assessments in reading and mathematics to gather critical information on student readiness, guiding academic planning and intervention placements. Growth in NWEA MAP assessments measures student progress over time, typically from semester-to-semester (Fall-to-Spring or Spring-to-Fall) or year-over-year (Fall-to-Fall), using RIT scores and Lexile (reading) or Quantile (math) scores to provide a consistent metric for tracking learning gains. Individual growth is determined by the difference between a student's RIT, Lexile and Quantile scores across testing periods, while the Conditional Growth Index (CGI) compares individual student and group growth to national norms. A CGI range of -0.2 to 0.2 (or greater) can be used as an approximation of one year's growth. At the school level, growth data is used to assess instructional impact, track semester-to-semester and year-over-year learning gains, Fall-to-Fall retention, and to identify areas for individual and school-wide improvement.

NWEA Reading 2024-2025 School Year

NWEA MAP Reading			Participation Rate	
Grade	Conditional Growth Index (averaged Fall 2023 - Fall 2024)	Conditional Growth Index (averaged Fall - Spring 2024 - 2025)	Include the Numerator, denominator, and overall percentage (e.g. 221/224 - 98.66%)	Yes/No (based on Fall-Spring)
6	0.00	0.65	31/38 - 81.58%	Yes
	0.00	-3.41	2/3 - 66.67%	No
	0.00	0.07	4/6 - 66.67%	Yes
	0.00	0.65	25/32 - 78.13%	Yes
7				
	-1.21	0.81	59/76 - 77.63%	Yes
	6.62	2.51	8/11 - 72.73%	Yes
	6.62	1.80	8/13 - 61.54%	Yes
	3.54	0.67	45/54 - 83.33%	Yes
8				
	0.54	0.23	119/152 - 78.29%	Yes
	0.00	1.05	16/22 - 72.73%	Yes
	-2.76	-0.12	22/25 - 88.00%	Yes
	0.97	0.04	97/125 - 77.60%	Yes
9				
	0.18	0.53	534/703 - 75.96%	Yes
	0.40	0.74	76/97 - 78.35%	Yes
	0.07	0.41	110/150 - 73.33%	Yes
	0.19	0.52	415/528 - 78.60%	Yes
10				
	0.79	0.42	283/374 - 75.67%	Yes
	0.74	1.34	30/34 - 88.24%	Yes
	1.02	0.85	53/70 - 75.71%	Yes
	0.93	0.49	215/268 - 80.22%	Yes
11				
	0.17	0.65	87/176 - 49.43%	Yes
	5.58	2.85	4/9 - 44.44%	Yes
	-0.45	1.44	16/27 - 59.26%	Yes
	0.05	0.71	64/124 - 51.61%	Yes
TOTAL				
	0.45	0.49	1113/1527 - 72.89%	Yes
	0.74	0.92	136/176 - 77.27%	Yes
	0.22	0.54	213/291 - 73.20%	Yes
	0.53	0.47	861/1137 - 75.73%	Yes

*Source: Student assessment data from NWEA MAP Growth, Northwest Evaluation Association (NWEA), 2024–2025

One way to measure academic growth using NWEA scores is through the Conditional Growth Index (CGI). A CGI of 0 represents average, expected growth. A CGI of +1.0 indicates one standard deviation above expectation, while a +2.0 reflects exceptional growth. Conversely, a -1.0 signifies one standard deviation below expectation, and a -2.0 indicates very low growth compared to national norms.

Based on the charts above, NWEA MAP Reading data shows significant academic growth, particularly among grade 7 EL and SPED students, who demonstrated over two years of additional growth and nearly two years respectively. Grade 8 EL students showed growth equivalent to one additional year. Students in grades 9–11 exceeded expected growth targets as well, with particularly strong results among SPED and EL subgroups. In some cases, high school SPED and EL students achieved gains equivalent to three years of growth in a single academic year, underscoring the effectiveness of targeted interventions. Overall, most grade levels and subgroups demonstrated growth that exceeded national norms, reflecting strong instructional impact and program alignment.

NWEA Math 2024-2025 School Year

Grade	NWEA MAP Math		Participation Rate	
	Conditional Growth Index (averaged Fall 2023 - Fall 2024)	Conditional Growth Index (averaged Fall - Spring 2024 - 2025)	Include the Numerator, denominator, and overall percentage (e.g. 221/224 - 98.66%)	Yes/No (based on Fall-Spring)
6	0.00	1.00	31/38 - 81.58%	Yes
	0.00	-2.54	2/3 - 66.67%	No
	0.00	-0.62	4/6 - 66.67%	No
	0.00	1.00	25/32 - 78.13%	Yes
7				
	1.34	2.29	59/76 - 77.63%	Yes
	6.62	2.28	8/11 - 72.73%	Yes
	6.62	0.37	8/13 - 61.54%	Yes
	3.54	2.27	45/54 - 83.33%	Yes
8				
	1.86	1.35	121/152 - 79.61	Yes
	11.8	0.16	18/22 - 81.82%	Yes
	-0.20	1.95	22/25 - 88.00%	Yes
	2.59	0.68	99/125 - 79.20%	Yes
9				
	1.51	1.37	514/703 - 73.12%	Yes
	2.20	2.33	73/97 - 75.26%	Yes
	0.94	1.62	108/150 - 72.00%	Yes
	1.42	1.27	401/528 - 75.95%	Yes
10				
	1.46	1.07	253/374 - 67.65%	Yes

NWEA MAP Math			Participation Rate	
Grade	Conditional Growth Index (averaged Fall 2023 - Fall 2024)	Conditional Growth Index (averaged Fall - Spring 2024 - 2025)	Include the Numerator, denominator, and overall percentage (e.g. 221/224 - 98.66%)	Yes/No (based on Fall-Spring)
	1.01	3.04	29/34 - 85.29%	Yes
	1.92	0.53	51/70 - 72.86%	Yes
	1.46	1.23	193/268 - 72.01%	Yes
11				
	0.48	0.90	66/176 - 37.50%	Yes
	0.00	0.00	2/9 - 22.22%	no data
	-0.21	0.16	13/27 - 48.45%	Yes
	0.65	0.86	48/124 - 38.71%	Yes
TOTAL				
	1.45	1.30	1044/1527 - 68.37%	Yes
	2.51	2.21	132/176 - 75.00%	Yes
	1.35	1.23	206/291 - 70.79%	Yes
	1.51	1.22	811/1137 - 71.33%	Yes

Source: Student assessment data from NWEA MAP Growth, Northwest Evaluation Association (NWEA), 2024–2025.

Based on the charts above, NWEA MAP Math data reflects significant academic growth across most grade levels and subgroups. Notably, every subgroup in each grade level—with the exception of 6th grade EL and SPED students—demonstrated average to significant growth. The most notable gains were observed among All Students in 7th grade, EL students in 7th, 9th, and 10th grades, and SED students in 7th grade.

Mission Academy NWEA Reading Historic Growth Results (as of 7/1/2025)

Students Having Multiple Tests (%)	Average Lexile Score for Initial Test	Average Career High Lexile Score	Average Lexile Percent Growth from Initial Test Score
1307 (41.92%)	1048.33	1181.16	12.67%

Mission Academy NWEA Math Historic Growth Results (as of 7/1/2025)

Students Having Multiple Tests (%)	Average Quantile Score for Initial Test	Average Career High Quantile Score	Average Quantile Percent Growth from Initial Test Score
1298 (41.63%)	929.39	1170.23	25.91%

In addition to monitoring student growth using the RIT scale which specifically identifies levels in academic difficulty, Mission Academy also transforms student RIT scores to estimated Lexile and Quantile range scores. The Lexile scores allow teachers to differentiate instruction, evaluate reading levels, and select appropriate instructional materials for their students. Quantile scores allow math teachers to appropriately target students with math support and materials. Over the past five years, Mission Academy students on average have shown improvements with in their

Historical Growth data with 12.67% growth in reading and 25.91% growth in mathematics as measured from the students' initial assessment scores to the highest assessment scores. For NWEA's 2024-25 School Year Growth, the 455 (29.62%) students who tested in both the fall and spring showed 9.53% growth in Lexile scores and the 435 (28.32%) students who tested in both the fall and spring showed 14.48% growth in Quantile scores. Additionally, semester-to-semester scores from fall of 2024 to spring of 2025 (the most recent data as of this report date) indicated 63.64% growth in reading and 67.62% growth in mathematics, with 94.38% of the students enrolled from semester-to-semester re-tested.

As with CAASPP assessments, NWEA testing presents its own set of challenges. Student turnover rate often does not allow us the opportunity to measure in year growth for all students because many of our students are no longer enrolled with us for spring assessments. Moreover, student academic deficiencies often prevent students from completing ELA or math courses within a given school year and/or between testing windows. Mission Academy recognizes these challenges and continues to work with all its students on building their academic skills and ELA and math competencies.

DASHBOARD ALTERNATIVE SCHOOL STATUS (DASS) ONE-YEAR GRADUATION RATE REPORT

Student Group	2021-2022			2022-2023			2023-2024		
	Cohort Students	Graduates	Graduation Rate	Cohort Students	Graduates	Graduation Rate	Cohort Students	Graduates	Graduation Rate
All Students	94	91	96.8%	90	81	90.0%	171	165	96.5%
English Learners	11	11	100.0%	4	*	*			
Long-Term English Learners							5	*	*
Foster Youth				3	*	*	5	*	*
Homeless	7	*	*	9	*	*	13	13	100.0%
Socioeconomically Disadvantaged	67	67	100.0%	67	60	89.6%	129	124	96.1%
Students with Disabilities	11	11	100.0%	15	13	86.7%	25	25	100.0%
African American	9	*	*	10	*	*	16	16	100%
American Indian or Alaska Native							1	*	*
Asian	2	*	*	1	*	*	3	*	*
Filipino							2	*	*
Hispanic	59	56	94.9%	54	49	90.7%	103	98	95.1%
Native Hawaiian or Pacific Islander							2	*	*
White	21	21	100.0%	18	15	83.3%	30	30	100.0%
Two or More Races	2	*	*	6	*	*	4	*	*

Key: Green Indicates Growth from Previous Year & Yellow Indicates Maintained from Previous Year

Source: <https://www.caschooldashboard.org/>

Mission Academy's 2023-24 one-year graduation rate data of 96.5% grew over the previous year rate of 90.0%. Mission Academy continues to work closely with its identified twelfth graders in

helping them complete their courses in a timely manner and keep their eyes on a high school diploma. Internal data for Mission Academy's 2024-25 one-year graduation rate indicates a 97.92% as of 7/8/2025.

SUCCESS RATE

As a DASS school enrolling year round, Mission Academy is in a constant flux of enrolling, withdrawing, and graduating students. As such, Mission Academy is committed to assuring that all students remain engaged with their education and are progressing academically, whether that be by continuing with Mission Academy through graduation or, if eligible, rematriculating back to their district of residence. As such, the Student Success Rate recognizes student retention in school as a success whether it be with Mission Academy, a school of residence, or other academic program.

Success Rate					
	Retained	Rematriculated	Graduated	Total	Non-Completer Rate
2024-25	52.3%	24.4%	14.5%	91.2%	8.8%
2023-24	50.3%	23.3%	13.2%	86.8%	13.2%
2022-23	57.5%	24.9%	10.9%	93.35%	6.7%

Key: Green Indicates Growth from Previous Year & Yellow Indicates Maintained from Previous Year

2. CONCLUSION

As demonstrated above, Mission Academy has met the criteria for renewal and seeks a five-year renewal term with AADUSD beginning July 1, 2026. By approving the renewal of this charter, the Acton Agua Dulce Unified School District will be fulfilling the intent of the Charter Schools Act of 1992 to improve student learning; increase learning opportunities for all students, with special emphasis on expanded learning opportunities for all students who are identified as academically low-achieving; create new professional opportunities for teachers; provide parents and students with expanded choices in education; and be following the directive of law to encourage the creation of charter schools. Mission Academy pledges to continue to work cooperatively and in partnership with the District to continue offering students an educational program in which they benefit from a truly unique opportunity to become resilient lifelong learners who are career and college ready.

MISSION ACADEMY HISTORY AND SUCCESS



- Mission Academy (MA) uses a personalized learning program to serve the needs of a diverse population of students and families for which conventional educational systems are no longer working. MA was approved as an online charter school in January 2018. Since its inception with an initial enrollment of 106 students for the 2018-2019 school year, MA has enrolled more than 3,150 students in Los Angeles County and adjacent counties. In addition, MA has graduated more than 573 students since opening its doors. MA owes its success to its mission of reengaging students through a personalized learning approach and to the collaborative relationship with its authorizer, Acton Agua Dulce Unified School District.
- MA is an active Dashboard Alternative School Status (DASS) school as approved by the State Board of Education in fall 2017. MA applied and was approved for continued DASS status in the Spring of 2019 and again in the Spring of 2022. The DASS program replaces the previously administered Alternative Schools Accountability Model (ASAM) and holds alternative schools and alternative schools of choice accountable for alternative accountability indicators that was incorporated in the Dashboard beginning with the fall 2018 release. As a DASS school, the State recognizes that MA serves a high-risk student population to which the current performance measurement methods used in traditional schools do not accurately reflect student success rates being achieved.

MA REGULAR ENROLLMENT

SCHOOL YEAR	STUDENTS
2022-2023	930
2023-2024	1,237
2024-2025	1,615

- In the spring of 2023, ACS WASC granted Mission Academy Public School a six-year accreditation status through June 30, 2029, with a mid-cycle visit during the 2025-2026 school year. WASC accreditation ensures that an academic institution meets a strict set of criteria for student learning. It also requires a continuous cycle of reflection and school improvement. By achieving WASC accreditation, MA demonstrates to the community that it is a trustworthy and effective learning institution committed to the improvement of its academic program as measured by student success. It also ensures students will have the ability to enroll in a 4-year college program, which requires a high school diploma from a WASC accredited institution.



MA GRADUATION DATA

SCHOOL YEAR	TOTAL GRADUATES
2022-2023	108
2023-2024	184
2024-2025	218

- Many of the surrounding districts refer their most at-risk students to programs like MA in their quest to seek support for severely credit deficient students who are not on track to graduate and/or whose age makes alternative programs more feasible. While MA enrolls students year-round, traditionally a large enrollment influx occurs within the first and third quarters due to students/parents seeking educational options to avoid failing core courses and/or falling further behind in credits. As a result, MA continues to work with several school districts in providing students with credit recovery and enrichment opportunities.

MA CREDIT RECOVERY AND ENRICHMENT PROGRAM ENROLLMENT

SCHOOL YEAR	STUDENTS
2022-2023	3,319
2023-2024	5,359
2024-2025	5,086

- All MA staff is Trauma Informed and Restorative Practices trained. Both administrators and teachers know that many of MA's students have experienced or are experiencing adverse conditions that lend themselves to behavior problems and academic failure. To counter these adverse experiences, MA strives to create trauma-sensitive learning environments with attention given to the "why" a student is acting out or being unsuccessful and believes in helping students become resilient learners through the teaching of self-regulation and emotional coping skills. MA further promotes resilient learners through its use of school-based Restorative Justice when dealing with student discipline matters.





MA EXPULSION/SUSPENSION DATA

EXPULSIONS	SUSPENSIONS
2022-2023 = 0.0%	2022-2023 = 0.0%
2023-2024 = 0.0%	2023-2024 = 0.0%
2024-2025 = 0.0%	2024-2025 = 0.0%

- MA continues to provide its students with a rigorous curriculum that is aligned to the Common Core Standards and Next Generation Science Standards (NGSS). MA provides students with virtual Common Core Standards aligned course options through StrongMind, Accelerate, and APEX. Course offerings include English 9-12, English Language Development, Algebra, Geometry, Algebra 2, Pre-Calculus, Statistics & Probability, Economics, U.S. History, World History, U.S. Government, Earth Science, Biology, Chemistry, Environmental Science, Physics, American Sign Language 1 & 2, French 1 & 2, Spanish 1-3, Health, PE 1, PE 2, a variety of electives, and introductory CTE courses. MA supports identified English Language (EL) students through its Multilingual Learner Master Plan using specially designed English Language Development Courses delivered through StrongMind, Language Tree, Edmentum and Lighthouse for students needing additional language support.
- The University of California (UC) and the California State University (CSU) systems have established a uniform minimum set of courses required for admission as a freshman. The UC has created a UC Doorways website that provides complete information about the high school courses approved for admission to the university. These approved courses are referred to as A-G approved courses. MA currently has 98 courses approved on the UC Doorways website, which would enable an MA graduate to meet UC and CSU graduation requirements.
- To further college and career options, MA offers Career Technical Education (CTE) courses in Child Development, Career Planning, and Healthcare. These courses support students with post-secondary readiness while exposing students to alternative career opportunities. In addition, all MA students are required to complete both a Work Readiness course and a Computer Literacy course to ensure basic competencies with necessary employability skills for post-secondary success.
- MA has partnered Chaffey College and Lemoore College to provide students with Dual Enrollment opportunities. Currently, students can choose to enroll in Career Planning, College Success, Child Development, Introduction to Business, Business Management, Medical Terminology, and/or Psychology. Over the past four years, 119 MA students have successfully completed a dual enrollment course.
- MA ensures that all students have access to a quality curriculum and instruction. All teachers are highly qualified and participate in ongoing professional development to stay current in their respective fields. New teachers and administrators participate in the Riverside County Office of Education (RCOE) Induction programs to clear their credentials.
- To capture and monitor student progress on Quantile and Lexile skill/knowledge, the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) is administered to all MA students within 10 days of enrollment and twice each semester. The initial assessment allows the teacher to determine appropriate course placement, make necessary adjustments to instruction to address student needs, and create a Personalized Learning Plan (PLP) for each student. Current students continue to take the MAP assessments in the fall and again in spring in order to measure academic growth.



- To provide another layer of academic support, MA has invested a portion of funding to secure academic tutors. Tutors are available Monday-Friday by appointment and through live web chat to offer targeted assistance. Students taking advantage of our tutoring program on average complete one more credit per learning period (LP) when compared to non-tutored students.
- MA offers a variety of live supplemental support opportunities, and workshops designed to meet the diverse needs of its students. The Counseling and Social Work Department hosts monthly virtual workshops on topics such as financial aid planning, healthy relationships, college and career exploration, growth mindset, stress management, mental health, and more. The HOPE Program (Helping Our Parenting Students Excel) provides support and supplies for new parents. Both academic and social-emotional information and resources are provided through our weekly newsletter and parent and student websites. While the majority of courses are delivered asynchronously, Highly Qualified Teachers hold office hours multiple times per week, providing opportunities for students to drop in and receive personalized academic support. They also host synchronous sessions for students new to class to meet their teachers, learn the objectives of the course, and review course expectations. Additionally, MA Academic Advisers meet 1:1 weekly with their supervising students to discuss academic progress toward graduation, challenges, and goals.
- MA staff regularly participate in ongoing professional development, engaging in a wide range of trainings that enhance instruction, support student learning, and address critical topics in education. In a virtual educational setting, this includes targeted training on digital tools, AI, plagiarism, virtual classroom management, student engagement in online environments, and best practices for delivering high-quality, standards-aligned instruction remotely. Additionally, MA staff have attended conferences through the Digital Learning Annual Conference (DLAC), Online Learning Consortium (OLC) Conference, Innovative Schools Summit Conference, California IT in Education (CITE) Conference, National Dropout Prevention Conference, Computer Using Educators (CUE) Conference, California Association for Bilingual Education (CABE), American School Counselor Association (ASCA), California Association of School Psychologists (CASP), Solution Tree, Charter Schools Development Center (CSDC), and more.
- MA has made strategic efforts to increase parent involvement and has seen a significant rise in engagement through a variety of virtual events, including Awards Nights, virtual art nights, wellness events, and graduation ceremonies. To further strengthen family-school connections, we have hired a dedicated Parent Liaison who conducts targeted outreach via phone calls, text messages, and emails to gather parent feedback and boost participation in the Parent Advisory Committee (PAC) and English Learner Advisory Committee (ELAC). PAC and ELAC meetings are held quarterly, providing families with regular opportunities to engage in school decision-making. Teachers also schedule parent conferences for every student twice per year to support academic progress and communication. Additionally, MA utilizes multiple communication platforms—such as RingCentral, Connect, and Data+Design—to facilitate two-way communication between staff and families, as well as to share timely schoolwide updates and announcements.
- MA operates as a one-to-one technology school, ensuring that every student has access to a dedicated device to support their learning. All students are provided with internet-enabled with Chromebooks at-home remote use. This commitment to equitable access helps close the digital divide and ensures that all students can fully participate in online instruction, access digital curriculum, and engage with teachers and peers in a virtual learning environment.

MA ATTENDANCE RATE

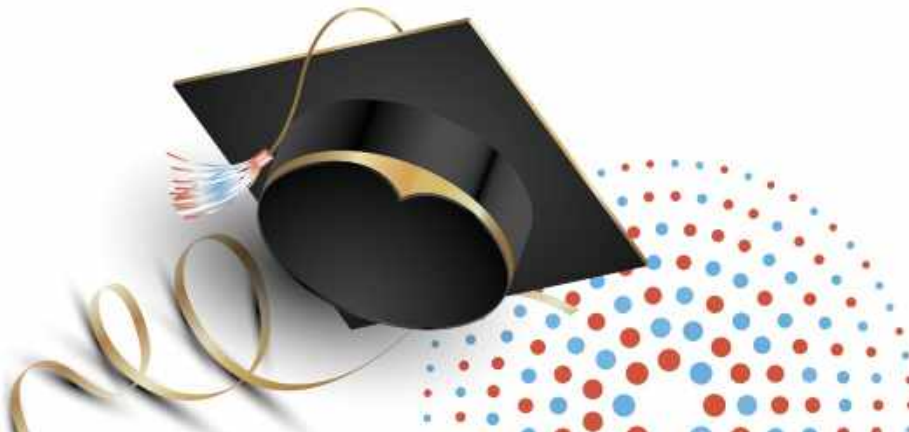
SCHOOL YEAR	ADA
2022-2023	92.04%
2023-2024	92.31%
2024-2025	88.94%

STUDENT TESTIMONIAL

Below is a speech from recent Class of 2025 graduate, Victoria D.

Additional student testimonials are located in Exhibit E.

Hi, my name is Victoria, and I am a 11th grade high school student graduating as a senior because I surpassed the required 11th grade credits. Not only did I excel in my assigned work, I also took it upon myself to take extra classes, work during the summer, during school breaks, and even on the weekends. I wasn't always a hard-working honor student who was willing to do whatever it took to achieve my dreams. 2 years ago, I was a freshman who was on the verge of flunking freshman year. My grades were low – very, very low. I almost lost hope completely. I spent most of my time comparing myself to students at my school who I knew were extremely successful and had phenomenal grades. I felt that I didn't have what it took to achieve the academic greatness and credentials that they had. So, I decided to let go of trying to succeed completely and accept that I might be destined for failure. I gave up on school. Then I joined Mission Academy Charter School. When I joined this program, it not only opened the door but blew it off its hinges. This program was life-changing for me, and even allowed me to replace my broken thoughts with positive ones. This program allowed me to work at my own desired pace and even allowed me to take as many classes as I needed to in order to achieve my dream of graduating early. Since the beginning of high school, I had a dream of graduating early. I wanted to achieve a goal that I knew I would be proud of. Fast forward years later, here I am flourishing in school and graduating with the class of 2025 when I originally was supposed to graduate in 2026. I would have never in a million years expected any of this to happen here. I am excelling in everything that I thought I couldn't. I have maintained an honor roll and good grades ever since I joined. I am even going off to college in the fall. I prevailed and have been able to make my dream into reality. You can transcend your own expectations; all you have to do is persevere. The purpose of my story is to bring hope to those who feel hopeless. Don't let your mistakes define you, your mistakes aren't who you are. Just because you feel you may have messed up in your past doesn't mean you can't have a bright future ahead of you.



MISSION ACADEMY SCHOOL TEAM

MISSION ACADEMY SCHOOL LEADERSHIP

The Mission Academy Leadership Team works in a highly collaborative environment, despite being virtual. All team members contribute to the ongoing operation of the school based on their experiences, expertise and specialized focus. Short biographies for each key Mission Academy leadership team member, Mission Academy Board of Directors, and LLAC team are outlined below, and School Leadership resumes are included in **Exhibit C**.

Shellie Hanes, CA Superintendent: Shellie Hanes is the Superintendent for the California Learn4Life and Elev8 Online consortium of schools, providing strategic leadership to deliver high-quality educational programs and services. She collaborates with corporate officers and school boards to set goals, oversee Area Superintendents, and ensure success. With over 20 years of experience in education, Ms. Hanes has held various leadership roles, including principal, director of student services, and Area Superintendent, overseeing 11 schools serving 5,000 students across multiple counties. A Kings County native, she holds a B.A. in social science from Chapman University, a master's in educational administration from CSU Bakersfield, and multiple teaching and administrative credentials. Throughout her career, Ms. Hanes has successfully led charter renewals, WASC self-studies, and student-centered initiatives, driven by her passion for serving opportunity youth and expanding access to quality education.

Lindsay Reese, Area Superintendent: With 20 years in charter education, Lindsay is committed to serving students, families, and staff. Her passion for teaching began in college, and after teaching math, she transitioned into leadership roles, mentoring colleagues and fostering inclusive environments. As a school administrator for eight years and an Area Superintendent for six, Lindsay has opened six schools, participated in six WASC accreditations, supported charter renewals, and built strong community partnerships.

A UCLA graduate with a Bachelor of Science in Mathematics (Magna Cum Laude), Lindsay also holds a teaching credential, an administrative services credential, and completed graduate studies at California State University Los Angeles. As a certified coach for the Association of California School Administrators, she mentors new school leaders. Passionate about equity and student empowerment, Lindsay is dedicated to creating transformative educational experiences. Married for 15 years, she is also a proud mom to two young boys.

Jenna Unis, Principal: Jenna Unis has been a leader in online education since 2019 when she was hired to assist with opening San Diego Mission Academy Online Charter School in addition to serving as Assistant Principal at Mission Academy. In 2021, Ms. Unis became Principal overseeing both schools and building out the Elev8 Online Schools consortium brand. In her tenure with Mission Academy, Ms. Unis has built a strong foundational leadership and instructional team, a positive and healthy school culture informed by accredited trauma-resilient practices, increased school performance metrics, and facilitated an increase in enrollment by over 150% in three years' time. Ms. Unis works hand on with school staff, school boards, and Area Superintendent to set goals, monitor progress, and implement strong systems for student success.

Ms. Unis' prior experience since 2007 as a brick-and-mortar public-school teacher and department chair, online adjunct professor, and administrator in the charter sector provided ample expertise in managing, motivating and leading people and achieving goals. A self-motivated and passionate leader, she believes in clear communication, alignment of goals to mission and vision, systems-driven improvement, and data-driven collaborative teamwork. Ms. Unis engages in consistent personal and professional development and is a respected WASC Chairperson who has also presented at digital learning conferences with her team. Her commitment to improving family and community relationships with school and restoring hope through alternative educational models inspires those who work with her. Ms. Unis has a bachelor's degree from the University of San Diego in English Literature and a master's degree in Teaching and Learning with Technology from the University of Arizona Global Campus.

MISSION ACADEMY BOARD OF DIRECTORS

Mission Academy is governed by a Board of Directors ("Board") comprised of diverse leaders with a broad range of expertise and is responsible for the operation and fiscal affairs of the school. The governing board members have a responsibility to the students and the community at-large for providing a high-quality choice in education for our opportunity youth. Each member of the governing board contributes a depth of experience in areas such as education, business, city and county services, nonprofit organizations and community development. Each board member is especially passionate about improving the lives of our youth and helping establish confident, educated, skillful and civic-minded citizens of their community. The Board is currently comprised of five members as follows:

Carol Stanford, Board Member: Ms. Carol Stanford is a trustee for the Palmdale School District and served as an instructional coach and AP/IB English teacher at Antelope Valley High School for more than 30 years. She was awarded the 2001 Teacher of the Year award by L.A. County, received the Highland High School Hall of Fame, the Antelope Valley High School Distinguished Service Award, nominated for the Athena Award, and is co-founder of the Ana Verde Hills Town Council in Palmdale, California. Ms. Stanford earned the Harvard Graduate School Educational Trained as a lifelong educator, and she is passionate about her contribution to educational choice.

Claudette Beck, Board President: Ms. Claudette Roberts Beck is a board president for the Antelope Valley Resource Conservation District and a former board member of the Lahontan Regional Water Quality Board. As the water conservation manager at the Palmdale Water District for 21 years, she developed and executed conservation programs for the public and regional school districts. A strong believer in educating the public about water conservation, Ms. Beck serves on the Conservation Garden Committee that encourages the use of sustainable plants and other forms of water conservation. Ms. Beck earned her bachelor's in business management from the University of Phoenix.

John Dortch, Board Member: For 36 years, Mr. John Dortch served as a manager for the L.A. County Assessor's Office and was responsible for the assessment operations throughout the county. Since retirement in 2012, Mr. Dortch has been actively serving his community through Habitat for Humanity, the Samuel Dixon Family Health Center, Rotary and Elks. He serves as a L.A. County appointee to the City of Santa Clarita Redevelopment Oversight Board, and was a

previous appointee to Santa Clarita Open Space Oversight Committee. Mr. Dortch holds a bachelor's in business administration from California State University, Northridge and is a U.S. Army veteran. Mr. Dortch strongly believes that education is a crucial stepping-stone to a successful and fulfilling life.

Victoria Hancock, Board Member: For over 20 years, Ms. Victoria Hancock oversaw the City of Palmdale's City Clerk Department where she was responsible for overseeing all city elections for mayor, city council and measures in addition to being the Los Angeles County Registrar-Recorder and FPPC contact for all candidates. Ms. Hancock served as a substitute teacher at Palmdale School District and was board CEO for MACRO Homes, a group home for girls in L.A. County. Her passion has been to serve on non-profit education boards whose mission is to serve the neediest of youth and to provide opportunities to this underserved population.

Barbara Willibrand, Board Member: Ms. Barbara Willibrand has over a 40-year career in education. She began as a junior high teacher and then went on to serve as a high school teacher, an athletic director, a site administrator, a district administrator, and an assistant superintendent. She also served her community as a two-time board president for the Antelope Valley Union High School District Board of Trustees, as well as the program director for the Neighborhood Impact, an at-risk athletic program. Throughout her career, she has demonstrated an expertise in governance, leadership, and leveraging budgets to benefit programs. Ms. Willibrand holds a bachelor's in science and psychology from the University of Mississippi and a master's in education from the University of La Verne.

LIFELONG LEARNING ADMINISTRATION CORPORATION

Mission Academy contracts various administrative and educational support services from Lifelong Learning Administration Corporation (LLAC), a California nonprofit public benefit corporation. LLAC provides highly experienced staff to assist Mission Academy's governing board and leaders in areas such as finance, academic programs, special education, marketing, and administration. These services enable the school to reduce costs through LLAC's economies of scale, allowing school staff to focus on student education. Mission Academy retains ultimate decision-making authority and fiduciary responsibility, with its independent board actively monitoring LLAC's performance and collaboration.

LLAC Services Overview:

The current Administrative Services and Educational Services Agreements with LLAC are detailed in **Exhibit D**. Key services include:

- **Administrative:** Public relations, IT solutions, and intellectual property support.
- **Financial:** Accounting, payroll, procurement, and state financial reporting.
- **Strategic Planning:** Implementation and board facilitation services.
- **Personnel:** Support for recruiting and screening staff.

LLAC collaborates closely with Mission Academy to refine its educational model, ensuring continuous improvement and efficiency aligned with the school's mission. Some key LLAC staff are highlighted below:

Key LLAC Leadership:

- **Pete Faragia, CEO:** Oversees all LLAC operations, including finance, education, IT, marketing, and strategic planning. With nearly 25 years of experience, Pete focuses on organizational culture, staff development, and innovation.
- **Guita Sharifi, CFO:** Brings 20+ years of fiscal oversight experience, including roles in healthcare and community leadership. Guita is widely recognized for her contributions, including accolades from Forbes and the Orange County Business Journal.
- **Nicole Perkins, CHRO:** Manages HR strategy, risk management, and talent acquisition. Nicole has been pivotal in fostering an inclusive organizational culture during her tenure since 2009.
- **Chad Gray, COO:** Oversees facilities, safety, technology, and organizational needs. Chad has 25+ years of experience in education, focusing on leadership capacity and positive employee relations.
- **Christopher Hodge, Chief Academic & Product Officer:** Leads academic programs with expertise in personalized learning, school accountability, and dropout recovery. Christopher emphasizes a “people before programs” philosophy.
- **Heather Stuve, Senior Director, Special Programs:** Supports special education, counseling, and student health services. Heather has over 15 years of experience and serves as an adjunct professor in educational psychology.

LLAC’s partnership ensures Mission Academy benefits from expert guidance and support, driving student success and operational excellence.

EXECUTIVE SUMMARY

Mission Academy serves students in grades sixth through twelve throughout Los Angeles County and adjacent counties. Mission Academy provides a personalized learning model through its Independent Study virtual learning program. Mission Academy's personalized learning program focuses on a flexible, course-driven, trauma-informed model bringing together a network of partnerships with nonprofit social service agencies, and industries along with an integrated focus on academics, health and social services, career readiness, community development, and community engagement leading students to improved student learning, stronger families, and healthier communities overall.

Mission Academy provides specific benefits to each of the following:

- The ***opportunity youth*** who attend Mission Academy and who need supportive services provided by local community partners ,flexible scheduling, trauma-informed practices, personalized learning plans, standards-driven individualized learning units, one-on-one tutoring, and workforce and career technical educational opportunities;
- The ***Los Angeles County and adjacent Counties' communities***, which benefits from re-engaged students who graduate from Mission Academy or return to their local public school and graduate, prepared for postsecondary success through workforce or college – including societal benefits in the forms of increased tax contributions, decreased public health dependence and related expenditures, reduced criminal activity, and reduced dependency on government assistance²; and
- ***Mission Academy itself***, which in working collaboratively with community partnerships, has successfully enabled youth to earn a high school diploma since opening in 2018.

As noted earlier, Mission Academy is operated by Alta Vista Public Charter, Inc., a California nonprofit public benefit corporation, with an experienced governing board comprised of diverse leaders with a broad range of expertise in relevant sectors including education, technology, management, operations, human resources, community youth programs, nonprofit organizations, and city management. Also, Mission Academy contracts for a full support system of administrative and education support services from LLAC. Mission Academy operates the school using the proven Elev8 Online Schools educational model and, in connection therewith, contracts with LLAC for select education and back-office support services as well as access to Elev8 Online Schools intellectual capital, curriculum, Career Technical Education (CTE) programming, professional development, teacher support and multiple educational resources and operational systems. LLAC provides a set of custom technology systems designed for schools using the Elev8 model. This is especially helpful because traditional data systems are engineered for classroom-based cohorts of students and course- or semester-driven student activity. Elev8 is the sister brand of Learn4Life, which is a network of non-classroom-based schools that share a similar mission, vision, and core values. The key distinction is that Elev8 brand schools operate under a virtual model, while Learn4Life brand schools operate site-based educational facilities. This partnership allows for a broad range of flexible educational options for students across California.

As described in **Element A: Educational Program** of this charter renewal petition, Mission Academy's virtual learning program offers students in grades sixth through twelve (6-12) a flexible, personalized Independent Study virtual learning program. Mission Academy students benefit from a teacher of record (Academic Adviser) that guides the student's Personalized Learning Plan (PLP). The PLP is created in collaboration with students during the orientation process whereby the students learn of the extensive network of partnerships and relevant support services available to ensure they succeed in school and career. Students within the Independent Study model complete credits at their own pace and are offered a multitude of instructional delivery methods, including engaging asynchronous multi-media assignments within the Learning Management System (LMS), one-on-one teaching through virtual bookings, on-demand support through teacher office hours, and chat-based or 1:1 virtual tutoring, available 8:00a.m. to 5:30p.m. All instruction is delivered by qualified teachers, and students are supported in their academics by staff including counselors, special education case managers, English Language Development teachers, tutors and paraprofessionals, school psychologists, a school social worker, community and parent liaisons, and student retention support personnel.

BENEFITS TO OPPORTUNITY YOUTH

Since 2018, Mission Academy has served students throughout Los Angeles County and adjacent counties through a virtual, data-driven, flexible model that allows students to recover credits at their own pace in an environment predicated on student choice and voice. Mission Academy serves students who are experiencing barriers such as homelessness, pregnancy, foster care, learning disabilities, ostracism from peer groups through bullying and gang activity, as well as those students who need to work or to care for family members. Mission Academy realizes that brick and mortar schools have limited resources when serving this opportunity youth population, who can benefit from the utilization of personalized learning plans, trauma-informed trained staff, and targeted community services. Mission Academy, in conjunction with community partners, works collaboratively to recover, reengage and move these students towards graduation and post-secondary opportunities.

Mission Academy's students often enroll credit deficient and lacking grade level literacy and math skills. Entering high school students who enroll in Mission Academy on average read at a sixth to seventh grade level and are at a sixth grade to seventh grade math level based upon the Northwest Evaluation Association (NWEA) diagnostic assessment scores. In the spring of 2025, 79.70% of Mission Academy students were considered socioeconomically disadvantaged, 18.90% were students with disabilities, 39.50% were English Learners/RFEP, 5.60% were homeless, and 1.40% are foster youth.² This data has remained consistent throughout Mission Academy's history.

Mission Academy offers a stable, year-round program that promotes student engagement and sustains motivation by providing its instructional program and supportive services throughout the school year, including the summer months.³ Mission Academy's program includes flexible scheduling, personalized learning plans developed collaboratively with students and parents,

² Dataquest: <https://dq.cde.ca.gov/dataquest/>.

³ "School engagement plays an important role in the process of high school completion and the movement toward being college and career ready" (Janosz, 2012); "Supporting School Engagement and High School Completion Through Trauma-Informed School Counseling." *Professional School Counseling* 22.1 (2019): 2156759X19867254 (Rumsey, Amanda D., and Amy Milsom).

standards driven individualized learning units, one-on-one tutoring, community partnerships and services that directly address the needs of students through trauma-informed practices. During the summer, students have access to the same education program and opportunities that are available throughout the traditional school year thus allowing students to continue making progress towards graduation, and equally important, allowing the students' teachers continued access to them to ensure basic needs are being met and students remain engaged with their education. The individualized program design permits students to enroll at any time and access instruction based on their needs rather than a specific calendar schedule.

For opportunity youth, attending a regular school day or participating in large group instruction year-round may simply not be feasible because other life challenges are more pressing. Moreover, traditional independent study programs generally do not provide enough intensive academic instruction or personal support to effectively rebuild from years of learning loss. Work, shelter, food, mental health, transportation, family-care, juvenile adjudication, expulsion, bullying, family violence, special education needs, language barriers, and/or a lack of academic progress combine to require a completely different learning environment and strategy. Evidence indicates that the additional layer of wrap-around services in an education model meets the needs of opportunity youth versus the traditional menu of services because it provides stability for students who can then focus on personal goals like education. Therefore, the addition of wrap-around services can be a direct school service that integrates youth back into the educational system.⁴

Mission Academy strives to re-engage students who have either dropped out or who are in danger of dropping out of school and then increase their personal and academic skills to support them in becoming career, college and/or military ready according to their own personal paths. Some students will graduate with Mission Academy and others will re-matriculate into other schools, but all will have the opportunity and support to restart their education, persist, graduate from high school, and pursue their dreams. The vision of MA is to empower students with an enthusiasm for lifelong learning and the G.R.I.T. (Growth mindset, Resilience, Independence and Transformational potential) needed to succeed in all post-high school pursuits. Mission Academy recognizes these barriers and understands the importance in seeking authorization from Acton-Agua Dulce Unified School District to continue operating its charter school to provide an educational model in keeping low-performing, socioeconomically disadvantaged, and/or transient students engaged with their education.

BENEFITS TO LOS ANGELES COUNTY AND ADJACENT COUNTIES

Mission Academy is committed to providing students and families with education options and serving opportunity youth throughout Los Angeles County and adjacent counties. Mission Academy strives to work collaboratively with the Acton-Agua Dulce Unified School District and other school districts serving students within Los Angeles County and adjacent counties and complement existing programs designed for helping all students remain engaged with their education and working towards completing a high school diploma.

⁴ Hill, R. A. (2020). Wraparound: A key component of school-wide culture competence to support academics and socio-emotional well-being. *Peabody Journal of Education*, 95(1), 66-72.

Mission Academy prides itself on serving opportunity youth who are highly transient, disengaged and significantly credit deficient, and have few options to achieve a high school diploma. These students have not been successful within the traditional educational programs due to personal, socioeconomic, and academic challenges and often become disengaged within the classroom or with school all together. In addition to providing students with a personalized learning program tailored to meet the unique need of each student, Mission Academy also provides various interventions and wrap-around services to support student social-emotional development.

Mission Academy’s innovative Trauma Resilient Educational Communities (TREC) model and recognized TREC accreditation ensures all aspects of its program are approached through a trauma-resilient lens. This includes ongoing professional development for staff and restorative practices with students. The mainstays of a trauma-informed school include: (a) systematic, schoolwide adoption of trauma-informed practices, (b) safe and supportive learning environments; and (c) a school culture that addresses the needs of maltreated youth while also supporting and benefiting the needs of all youth.⁵ Mission Academy further extends the definition of being a trauma-informed school, in part because of its partnership with PACEs Connection, the largest online portal of trauma-informed experts and information in the world. The guiding TREC framework used by Mission Academy is anchored in PACEs science and goes well beyond just training as it involves the development of practical applications and standard operating procedures across all elements of the school. These practices impact the way students, parents and community members feel when working with Mission Academy and have residual effects on interactions and perspective within the larger community.

BENEFITS TO MISSION ACADEMY AND COMMUNITY PARTNERS

Mission Academy partners with nonprofit agencies, workforce development programs, and community organizations to support academics, health and social services, and career readiness—ultimately promoting improved student outcomes, stronger families, and healthier communities. Mission Academy draws upon the partnerships cultivated since its initial establishment in 2018 to provide a web of interconnected services that can be accessed by students across Los Angeles County and adjacent counties. The success of Mission Academy’s program relies upon students’ ability to access multiple community programs throughout Los Angeles County and adjacent counties, as a primary student learning outcome of Mission Academy is for students to gain independence and success in post-secondary endeavors, long after graduation.

Mission Academy’s student enrollment and orientation model provides the opportunity for students’ needs to be met in partnership with local community service providers. For example, it is recognized that when a student experiences trauma, it can “have a significant impact on academic success and high school graduation” because the student is not able to engage in higher

⁵ Overstreet, S. (2015). Bringing trauma-informed schools to life. *Communique*, 44(1), 29–30, retrieved from <https://www.nasponline.org/publications/periodicals/communique/issues/volume-44-issue-1>; Cole, S. F., Eisner, A., Gregory, M., & Ristuccia, J. (2013). *Helping traumatized children learn: Safe, supportive learning environments that benefit all children*. Boston, MA: Massachusetts Advocates for Children, Trauma and Learning Policy Initiative.

order thinking and therefore is unable to engage in the learning process.⁶ Subsequently, Mission Academy strives to provide appropriate connections to help the student cope and heal in order to make learning accessible and possible. In this instance, that may include short-term counseling or referral to mental health community partnerships.

Mission Academy's community partners assist students in reconnecting with their educational goals and provide the needed stability to stay engaged in school. Mission Academy understands the importance of reaching out to the community and surrounding districts in order to build relationships, increase communication, collaborate, and work as a team to support the great good of the youth.

Below is a summary of some of Mission Academy's community partners within Los Angeles County:

Community Partners

- **Aspire:** Aspire Counseling Services is a behavioral health organization offering treatment for substance use disorders and mental health conditions across multiple locations in California. Their services include individual and group therapy, intensive outpatient programs (IOP), and support for co-occurring disorders. Aspire emphasizes personalized care, utilizing evidence-based approaches to assist clients in achieving long-term recovery and improved well-being. Mission Academy provides educational services for students enrolled in this rehabilitation program.
- **Care Solace Service:** Care Solace is a mental health care coordination service that connects students, families, and school staff with community-based mental health providers. It offers a confidential, 24/7 support platform that helps individuals quickly find available therapists or treatment options based on their needs, insurance, and location. By partnering with schools like Mission Academy, Care Solace streamlines access to care and reduces the barriers to seeking mental health support. Their goal is to ensure timely, equitable access to mental health services for all.
- **Department of Rehabilitation (DOR):** DOR provides educational and vocational rehabilitation services for students with disabilities to facilitate a smooth transition from secondary education to postsecondary employment related activities and competitive integrated employment. DOR provides job exploration, postsecondary counseling, skills for work, self-advocacy and work experiences.
- **Discovery Mood and Anxiety Program:** Discovery Mood and Anxiety Program provides specialized mental health treatment for adolescents and young adults dealing with conditions such as depression, anxiety, PTSD, and other mood disorders. The program offers both residential and outpatient levels of care, using evidence-based therapies like

⁶ Rumseym A. & Milsom, A. (2017). Dropout prevention and trauma: Addressing a wide range of stressors that inhibit student success [White paper], p.1. Clemson, SC: National Dropout Prevention Center/Network. Retrieved from <http://www.dropoutprevention.org/wp-content/uploads/2017/10/dropout-prevention-and-trauma-2017-10.pdf>.

CBT, DBT, and trauma-informed approaches. Treatment includes individual, group, and family therapy, with a strong emphasis on personalized care and family involvement. Discovery helps young people build emotional resilience and develop healthy coping skills for long-term recovery. Mission Academy provides educational services for students enrolled in this rehabilitation program.

- **Hazel Health, Inc.:** Hazel Health, Inc. partners with schools to provide students with access to physical and mental health services through a secure telehealth platform. Services include medical care, mental health therapy, and care coordination, helping reduce barriers to healthcare. By working with Mission Academy school staff and families, Hazel Health supports student well-being and academic success. Their goal is to ensure all students have access to timely, inclusive, and effective care.
- **Helping Our Parenting Students Excel (HOPE):** This program provides parenting students with resources and a sense of community with workshops tailored specifically to the needs of parenting students.
- **Jewish Vocational Services (JVS):** Jewish Vocational Services is a nonprofit organization that provides career and workforce development support to individuals from all backgrounds. Their services include job training, career counseling, job placement, and skills development programs tailored to meet the needs of youth, adults, and veterans. JVS also partners with employers to create pathways to employment in high-demand industries. Their mission is to empower people to achieve economic independence and long-term success through meaningful employment. JVS is a Mission Academy WIOA partner.
- **Jobs4CaliforniaGraduates (J4CG):** J4CG is a state-based non-profit organization dedicated to keeping young people, ages 16-24, in school who for a variety of reasons are at-risk for not graduating high school. The primary mission of the J4CG model program is to prevent or recover dropouts and to provide an array of counseling, employability and technical skills development, professional association, job development, and job placement services that will result in either a quality job leading to a career after graduation and/or enrollment in a postsecondary education and training program. J4CG is a Mission Academy WIOA partner (see Exhibit AA).
- **Lemoore College (Previously West Hills College):** Dual enrollment with Lemoore College allows public high school students in California to earn college credit while completing high school requirements, accelerating their path to post-secondary education. These partnerships offer free access to transferable, CSU/UC-approved courses, increasing equity and reducing future college expenses for students and families. With flexible online options, students gain exposure to college-level rigor, build academic confidence, and strengthen their college and career readiness.
- **Pathways Travels:** Pathways offer various travel programs for students, focusing on experiential learning and personal growth through activities like cultural immersion, service learning, and exploring the world. These trips are designed to foster a deeper understanding of global issues and foster teamwork, leadership, and self-confidence.

- **Positive & Adverse Childhood Experiences (PACES) Connection Network:** LLAC created the Trauma-Resilient Educational Communities (TREC) accreditation model, in collaboration with LLAC’s Diversity, Equity, and Inclusion (DEI) team, to ensure that all facets of Elev8 Online schools are analyzed through a trauma informed lens. The TREC model is based on PACES science, and the accreditation framework was built with PACES Connection, a worldwide social network that accelerates the global movement toward recognizing the impact of adverse childhood experiences in shaping adult lives. PACES Connection Network and LLAC worked with Mission Academy on its TREC accreditation and continues to monitor the TREC multi-year action plan.
- **Soledad Enrichment Action (SEA):** SEA is a nonprofit organization in Los Angeles that supports at-risk youth and families through alternative education, counseling, and community services. SEA provides academic instruction, mental health support, job readiness training, and case management, helping students overcome barriers and build pathways to success.
- **Sustain Recovery:** Sustain Recovery is a treatment program in Southern California that specializes in extended care for adolescents and young adults struggling with substance use and co-occurring mental health disorders. The program offers structured residential treatment combined with academic support and life skills development. Sustain focuses on long-term recovery by providing individualized care, 12-step integration, and a strong emphasis on accountability and personal growth. Their goal is to help young people build a stable foundation for lasting sobriety and emotional wellness. Mission Academy provides educational services for students enrolled in this rehabilitation program.
- **University of Massachusetts Global:** Partnering with UMass Global for dual enrollment allows high school students to earn transferable college credit through flexible, online courses that align with their academic and career goals. The program supports equity by offering accessible, tuition-free or low-cost college coursework, especially beneficial for first-generation and underserved students. With additional advising and stackable credit pathways, students gain a strong head start on post-secondary success while still in high school.

Community Support

Mission Academy has developed strong relationships and support with these local community leaders and organizations as demonstrated by the following individuals and organizations’ letters of support, which are included in **Exhibit F**.

- **ArtReach:** Ignites youth creativity through visual arts expression and community connection. The organization believes that all young people—regardless of zip code or socioeconomic status—deserve access to quality arts education. By prioritizing youth voice, equity, and creative exploration, ArtReach empowers students to harness their artistic potential and apply it throughout their lives.

- **Care Solace Service:** Care Solace is a mental health care coordination service that connects students, families, and school staff with community-based mental health providers. It offers a confidential, 24/7 support platform that helps individuals quickly find available therapists or treatment options based on their needs, insurance, and location. By partnering with schools like Mission Academy, Care Solace streamlines access to care and reduces the barriers to seeking mental health support. Their goal is to ensure timely, equitable access to mental health services for all.
- **Discovery Mood and Anxiety Program:** Discovery Mood and Anxiety Program provides specialized mental health treatment for adolescents and young adults dealing with conditions such as depression, anxiety, PTSD, and other mood disorders. The program offers both residential and outpatient levels of care, using evidence-based therapies like CBT, DBT, and trauma-informed approaches. Mission Academy provides educational services for students enrolled in this rehabilitation program.
- **Hazel Health, Inc.:** Hazel Health, Inc. partners with schools to provide students with access to physical and mental health services through a secure telehealth platform. Services include medical care, mental health therapy, and care coordination, helping reduce barriers to healthcare. By working with Mission Academy school staff and families, Hazel Health supports student well-being and academic success. Their goal is to ensure all students have access to timely, inclusive, and effective care.
- **Positive & Adverse Childhood Experiences (PACES) Connection Network:** LLAC created the Trauma-Resilient Educational Communities (TREC) accreditation model, in collaboration with LLAC's Diversity, Equity, and Inclusion (DEI) team, to ensure that all facets of Elev8 Online schools are analyzed through a trauma informed lens. The TREC model is based on PACES science, and the accreditation framework was built with PACES Connection, a worldwide social network that accelerates the global movement toward recognizing the impact of adverse childhood experiences in shaping adult lives. PACES Connection Network and LLAC worked with Mission Academy on its TREC accreditation and continues to monitor the TREC multi-year action plan.
- **Sustain Recovery:** Sustain Recovery is a treatment program in Southern California that specializes in extended care for adolescents and young adults struggling with substance use and co-occurring mental health disorders. The program offers structured residential treatment combined with academic support and life skills development. Mission Academy provides educational services for students enrolled in this rehabilitation program.

Community Need

Mission Academy students do become self-supported, lifelong contributors to a healthy 21st century community as research has demonstrated the value of high school completion. High school graduates are more likely to be employed, make higher taxable income and aid in job generation, earn a national average of \$8,000 more annually compared to high school dropouts, are less likely to engage in criminal behavior or require social services, have better health and longer life expectancy, are more likely to vote, and contribute to America's national security because students

that leave high school without a diploma are not qualified to serve in the military. Additionally, the economy depends on skilled labor and business leaders are reporting difficulty in finding enough qualified employees with the skills, training, and education to meet their companies' needs.⁷ Mission Academy can help with that.

Furthermore, as research shows, educational attainment strongly influences adult earnings. In Los Angeles County in 2023, there were 853,064 residents aged 18-24. 10.4% of those residents had not attained their high school degree, and 20.0% of residents 25 years and older without a high school diploma were living in poverty.⁸

Through its diploma program, Mission Academy can change statistics and influence communities in a positive way, ultimately changing lives for the better.

⁷ <https://www.uschamber.com/workforce/data-deep-dive-the-workforce-of-the-future>

⁸ U.S. Census Bureau, 2023 American Community Survey (ACS) 1-year Estimates, Educational Attainment, Los Angeles County, California;
<https://data.census.gov/table/ACSST1Y2023.S1501?t=Educational+Attainment&g=050XX00US06037>.

ELEMENT A: EDUCATIONAL PROGRAM

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(c)(5)(A)(i).

Governing Law: The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(c)(5)(A)(ii).

Governing Law: If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents regarding the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements. Education Code Section 47605(c)(5)(A)(iii).

1. MISSION AND VISION

Mission and Vision Statement

The **Mission** of Mission Academy is to ready all graduates for post-secondary success by providing a flexible, equitable, high quality, and personalized virtual program.

Mission Academy’s **Vision** is to empower students with an enthusiasm for lifelong learning and the G.R.I.T. needed to succeed in all post-high school pursuits.

Schoolwide Learning Outcomes

Mission Academy prepares students to thrive in academic, personal, and post-secondary environments by fostering four key learner outcomes: **Growth Mindset, Resilience, Independence, and Transformation (G.R.I.T.).**

A. Growth Mindset

Students approach challenges with the belief that their talents, intelligence, and abilities can be developed through effort and perseverance.

Students with a growth mindset:

- Create and monitor short-term and long-term educational and personal goals.

- Identify and leverage personal strengths while working to improve areas of growth.
- Demonstrate measurable progress in reading, writing, and mathematics.
- Embrace challenges and believe that consistent effort leads to success.

B. Resilience

Students possess the ability to learn from setbacks and pursue success by applying coping strategies and seeking appropriate resources.

Students with resilience:

- Seek out academic, vocational, and mental health or wellness resources.
- Advocate for their needs through appropriate written and verbal communication.
- Make consistent academic progress by using personalized strategies to overcome obstacles.
- Engage in self-assessment to identify social-emotional and academic strengths and growth areas.

C. Independence

Students are self-directed learners who take initiative and responsibility for their success, both in school and in life.

Students with independence:

- Meet the demands of 21st century learning environments.
- Adapt to changing technologies and real-world challenges.
- Demonstrate integrity and take responsibility for choices and actions.
- Conduct themselves in a positive and respectful manner.

D. Transformation

Students increase their sense of agency and purpose as they transition from high school to college, career, and civic life.

Students who embody transformation:

- Demonstrate growth mindset, resilience, and independence.
- Achieve grade-level promotion and earn their high school diploma.
- Contribute meaningfully to their community with voice and purpose.
- Apply skills gained through authentic learning experiences to real-world situations as informed and active citizens.

Team Values

Mission Academy has established team values that all staff adhere to and which guide decision making and accountability day to day. These values mirror the “G.R.I.T.” acronym of our Student Learner Outcomes, with slight variations in definition. These are reviewed at each Team (Staff) Meeting and PLC Meeting.

A. Growth Mindset

Our team members have a growth mindset in always seeking to improve. We “fail forward,” learning from our mistakes to get better. We are flexible and open-minded. We embrace change for the opportunity that it brings.

B. Relationships

Our people are at the heart of what we do. Our team members listen and seek to understand. We collaborate often. We assume the best of intentions. We *act* with trauma-informed practices in mind. We meet people where they’re at to help get them where they want to go.

C. Inspiration

We exude passion and purpose for our work. We celebrate small wins often. We value individual strengths. Our team recognizes the importance of gratitude and self-care in achieving goals.

D. Teamwork

Our team shows up prepared for work and to be productive. We are solution seekers. We exchange positive and constructive feedback. We model these values for our students and for each other.

MISSION

To ready all graduates for post-secondary success by providing a flexible, equitable, high-quality and personalized virtual program.

VISION

To empower students with an enthusiasm for lifelong learning and the G.R.I.T. needed to succeed in all post-high school pursuits.

STUDENT GRAD PROFILE/VALUES



TEAM MEMBER VALUES



Alignment of Program to Mission

The virtual learning environment at Mission Academy is flexible, student-centered, and designed to meet the diverse needs of opportunity youth and non-traditional learners. As a non-classroom-based independent study program, students engage in coursework online, allowing them to learn at their own pace and on a schedule that fits their personal circumstances, including work, parenting, or health challenges just to name a few. Students receive instruction and support through regular one-on-one virtual meetings with credentialed Advisers, 1:1 or small group tutoring, and access to direct instruction, on-demand support, and enrichment opportunities with highly qualified credentialed teachers.

Teachers utilize a wide range of assessment results to individualize student work and determine which areas they need to target for skill improvement and tutoring services so that students master basic skills. Specifically, NWEA MAP is used as a diagnostic assessment which provides our staff with critical information around students' instructional readiness through their designated RIT and Lexile or Quantile score⁹. Advisers, teachers and tutors can then access the NWEA Learning Continuum to drill down on specific skill deficiencies for each individual student and tailor necessary interventions according to need. Additionally, Mission Academy teachers administer both formative and summative course assessments through the online assessment platform which provides real time data on student progress on the Common Core State Standards (CCSS). Our comprehensive assessment system allows access to fast and reliable data, improving instructional capacity to support skill mastery and increasing effectiveness at bridging the achievement gap. Teachers quickly provide feedback to students through the Learning Management System (LMS).

Skill mastery support examples include NWEA score review and reports for standards-focus, scaffolded curriculum aligned to NWEA RIT scores including differentiated assignments and supports, web-based intervention assignments, quick feedback provided to students through the Learning Management System (LMS) and individualized tutoring.

Mission Academy students move toward mastery of technology as technology is fully integrated into the curriculum, and students use a range of digital tools and platforms to complete assignments, collaborate, and communicate with staff. At Mission Academy, all students are issued a Wi-Fi Chromebook at enrollment and enrolled in our Onboarding Digital Skills course. This course provides foundational instruction in navigating the technology tools that are essential to their academic success. Students learn to use the Google Workspace for Education suite, including Google Docs, Slides, Sheets, Drive, and Gmail. Google Classroom is also introduced as a platform for communication and assignment organization.

All coursework is accessed and submitted through our Learning Management System, Canvas. Within Canvas, teachers incorporate a variety of instructional technology tools to enhance engagement and support diverse learning styles. These include Nearpod for interactive lessons and Edpuzzle for video-based learning with embedded questions. Additional tools such as Kami and other digital learning resources are embedded into coursework as needed.

⁹ The NWEA MAP Growth test uses a scale called RIT to measure student achievement and growth. RIT stands for Rasch UnIT, which is a measurement scale developed to simplify the interpretation of test scores. The RIT score relates directly to the curriculum scale in each subject area. (<https://www.nwea.org/blog/2016/six-commonly-used-map-growth-terms-worth-knowing/>).

Together, these platforms provide students with the opportunity to develop digital literacy, collaborate effectively, and build essential technology skills that support both academic achievement and college and career readiness.

2. KEY COMPONENTS OF THE EDUCATIONAL PROGRAM

A. Personalized Learning

Mission Academy provides a personalized learning program for students in grades 6 through 12 through a nonclassroom-based, virtual independent study model.

Mission Academy's virtual personalized learning approach is grounded in California Education Code Section 51745, which defines independent study as an individualized alternative to traditional education, designed to teach the full scope of the core curriculum. Mission Academy delivers a comprehensive program that mirrors the quality and rigor of a traditional school, ensuring students receive a well-rounded education. This program is specifically designed to support students who are academically skill-or credit-deficient, as well as those who may have disengaged from school regardless of achievement levels. The model provides an opportunity for students to re-engage with their education in a flexible, supportive environment tailored to their needs.

The school year is divided into two semesters, which includes instruction over the summer months. Each semester is further divided into Learning Periods (LP) with each LP between 15 to 20 days long. During each LP, students are expected to turn in assigned coursework and complete assessments/projects to demonstrate mastery of the standards covered in the coursework. The goal is for all students to be working towards earning 5 to 8 credits per LP; however, the actual number of credits earned often depends on a student's academic ability within a given subject area and on internal and external factors/motivators.

Students are expected to complete a course (5 credits) with a summative proficiency level of 60% *at minimum*. However, teachers communicate the preferred standard, encouraging students to demonstrate individual credit or module mastery at 70% or higher. Failed credits within a course are reassigned to students until a passing grade is achieved. Tutoring support is encouraged when a non-passing credit is earned.

Mission Academy emphasizes one-on-one adult-student interaction, instruction customized to individual learning styles, and active student participation and metacognition in shaping their educational path. The program incorporates multiple measures of student achievement, including detailed learning records, work samples, and participation in annual state-mandated assessments. The goal of the Independent Study program is to develop critical thinkers who are determined, self-directed learners. Advisers and teachers serve as facilitators and mentors, helping students overcome barriers, take ownership of their learning and their personal challenges to meet high academic standards. Mission Academy promotes student accountability in attendance and coursework while fostering a professional, college-like learning environment. Trauma resilient restorative practices are used to address behavior issues, with early intervention and counseling to help students develop positive strategies and personal responsibility.

Mission Academy students participate in scheduled virtual meetings to receive support and guidance on completing assignments within each Learning Period. Students are expected to engage in independent research and complete assigned coursework outside of these sessions. Tutoring is available upon request and on demand by either the teacher or the student to provide targeted academic support as needed.

Parental involvement for students of minors is also a key component of the model, supporting student success at every step. Parents are encouraged to actively participate in their child's education, with administrators and teachers readily available for virtual meetings to address student needs. Parents are included on all progress messages to students, attend biannual conferences with Advisers, and have access to the StrongMind LMS to monitor student progress and contact course teachers.

Understanding the complex challenges many students face—including bullying, social anxiety, parenting, and work—Mission Academy emphasizes respect, flexibility, and non-judgment. Students are supported from day one with several positive adult role models, and staff build trust by treating every student with dignity.

B. Trauma-Resilient Education Communities (TREC) Model

The TREC model consists of professional development opportunities and best practices in the areas of social emotional learning (SEL), restorative practices, and trauma-informed education. Mission Academy integrates these services by focusing on academics, health and social services, youth and community development, career exploration, and community engagement that leads to improved student learning and healthier communities. Mission Academy incorporates trauma-informed practices so that students have access to all the necessary resources to develop career and college readiness, SEL skills, and resiliency.

TREC benefits all students, staff, and stakeholders by providing ongoing training and resiliency programs informed by trauma-informed practices, SEL, Diversity Equity and Inclusion (DEI), and Positive and Adverse Childhood Experiences (PACES) science. PACES Connection is a worldwide social network that accelerates the global movement toward recognizing the impact of positive and adverse childhood experiences in shaping adult lives.

Staff learn about self-care and mindfulness for individual and collective well-being. Mission Academy offers students resiliency workshops to include self-care and mindfulness.

C. Student Enrollment

Mission Academy's three-year enrollment projections are included in the budget narrative in **Exhibit W**. The estimated enrollment projections reflect an average enrollment throughout the school year of the regular student population enrolled during a learning period or academic school month, with grade levels based on credits earned. Enrollment projections for school years 2026-27, 2027-28 and 2028-29 were determined by analyzing current student enrollment trends. Current student enrollment trends indicate students enrolling at Mission Academy are on average 16.3 years old and credit deficient by approximately one or more semesters.

The school day begins no earlier than 8:30 a.m., per Education Code Section 46148. Most student meetings take place Monday through Thursday, with Fridays reserved for additional support, tutoring, staff training, and collaboration through Professional Learning Communities (PLCs).

It is the goal of Mission Academy to achieve, on average, at least 85% student average daily attendance. Mission Academy students are expected to attend regular virtual meetings with their Academic Adviser and are also expected to:

- Interact positively in the education process.
- Interact appropriately with staff and peers.
- Complete the body of work that has been determined for them by their teacher each week.
- Review this body of work at regularly scheduled virtual meetings.
- Keep a weekly/monthly work log that is turned in during the regularly scheduled meeting.

Mission Academy encourages all students to engage regularly in their education by logging in to attend school daily throughout the week. Attendance may look like participating in virtual meetings with teachers, accessing tutoring support, attending required synchronous small group instruction, and/or working on assigned coursework and projects. Each core course module is designed to provide approximately 20–25 hours of instruction and learning activities, tailored to meet the needs of the average student in a flexible, online environment.

Mission Academy operates a year-round virtual learning program which allows students to enroll at any time during the year. As a result, Mission Academy traditionally sees a large enrollment influx during the first and third quarters of the school year and again during the summer. This influx most often comes from students/parents seeking educational options to avoid failing core courses and/or falling further behind in credits. Likewise, many surrounding school districts may refer their most at-risk students to programs like Mission Academy in their quest to seek support for severely credit deficient students who are not on track to graduate and/or whose age makes alternative programs more feasible.

3. EDUCATIONAL PHILOSOPHY

Mission Academy's flexible, personalized online learning model makes it an excellent fit for students with diverse educational needs. Whether a student is pursuing advanced coursework, balancing work or family responsibilities, or overcoming challenges such as high mobility or adverse experiences, our program adapts to meet them where they are. This approach allows students to take ownership of their education, fostering independence and resilience. The ability to customize learning plans and schedules ensures that every student can succeed academically while addressing personal circumstances that might otherwise hinder their progress.

A. Students Whom the School is Attempting to Educate

Mission Academy serves a diverse population of students, including those who:

- Have stopped attending school or are at risk of dropping out;
- Have not yet graduated and are behind in credits;
- Have adult-level responsibilities, such as parenting or full-time employment;
- Thrive in an Independent Study model and prefer working at their own pace
- Have unique learning needs, including those requiring accommodations or; specialized support;
- Face scheduling conflicts that prevent regular attendance in traditional schools;
- Are academically low-achieving students who need targeted intervention and support;
- Are facing employment challenges and in need of career preparation;
- Are socioeconomically disadvantaged students seeking equitable access to education;
- Have experienced bullying and are looking for a safer, more respectful school environment;
- Have mental health or medical needs whose condition prevent them from attending a school campus;
- Are homeless and foster youth who require stability, flexibility, and consistent support;
- Wish to accelerate learning; and
- Need a flexible schedule due to extra-curricular activities which include some travel and/or variable time commitments.

Many of our students and families have felt disengaged or ostracized from the traditional system of education and/or educational community. Mission Academy works collaboratively with students, families and community partners to re-engage students, recover learning, move students toward achieving their academic goal(s), and restore hope in the educational system through trauma-informed practices. The school's Independent Study model, in alignment with Education Code Section 51745, offers a personalized alternative to traditional education while maintaining a full core curriculum.

In compliance with Education Code Section 51746, Mission Academy ensures students have access to the same services available in traditional schools, including full-time credentialed teachers, ongoing tutoring, one-on-one instruction, social workers, and counselors. Student progress is reviewed regularly to assess growth in skills, standards mastery, and progress toward graduation. If Independent Study is no longer the best fit, staff work closely with the student, family, and home district to explore alternative educational options. Students complete approximately 20–25 hours of coursework per week, including reading, writing, math, projects, and test preparation, with virtual tutors available to support their learning.

Regardless of why students choose our program, all Mission Academy students receive a stable, trauma-resilient learning environment that promotes student engagement, provides access to caring adult role models, and sustains motivation by providing its instructional program and

supportive wrap-around services throughout the school year, including the summer months.¹⁰ Evidence indicates that an additional layer of wrap-around services in an education model meets the needs of opportunity youth because it provides stability for students who can then focus on personal goals like education to integrate youth back into the educational system overall.¹¹ This benefits all constituents in Los Angeles County and adjacent county communities, whereby re-engaged students can earn their high school diploma and contribute to society through increased tax contributions, decreased public health dependence and related expenditures, reduced criminal activity, and reduced dependency on government assistance².

B. Wrap-Around Student Support Services

Mission Academy's student support team—including school counselors, school social worker, community liaison, parent liaison, and student retention staff—is dedicated to helping students overcome challenges and succeed academically, socially, and emotionally. Trained in trauma-informed and restorative practices, the team works closely with vulnerable populations such as foster youth, court-involved students, homeless youth, migrant and immigrant students, and students with adult responsibilities.

School counselors play a central role in supporting opportunity youth by creating a safe, supportive environment and collaborating with families and staff to ensure equity and access. School counselors maintain a 250:1 student ratio, follow the ASCA National Model, and focus 80% of their time on direct and indirect student services. They set goals, monitor progress, and connect students to resources while participating in ongoing professional development.

A school social worker supports students as part of a multi-tiered system of support (MTSS) framework. Social workers provide a critical link between home, school, and community. They help identify mental health needs, offer culturally responsive services, and connect families with community-based resources. Working alongside counselors, SRS staff, community liaisons and the parent liaison, social workers provide targeted support to special populations, including foster, homeless, and probation-involved youth, to name a few.

Our Community Liaison and Parent Liaison play vital roles in delivering student support by being familiar with educational partner services and providing warm handoffs to community resources. The Community Liaison builds relationships with local organizations to stay informed about available support in various geographic areas, ensuring students and families have access to relevant external services. Meanwhile, the Parent Liaison, mother to a Mission Academy alumni, offers a parent-centered perspective, engaging with families directly and providing training on topics relevant to raising high school-aged youth. They strengthen our program's wraparound support through connection, outreach, and education.

Student Retention Support (SRS) staff focus on improving attendance, engagement, and graduation rates by building relationships with students and families, conducting staff training for

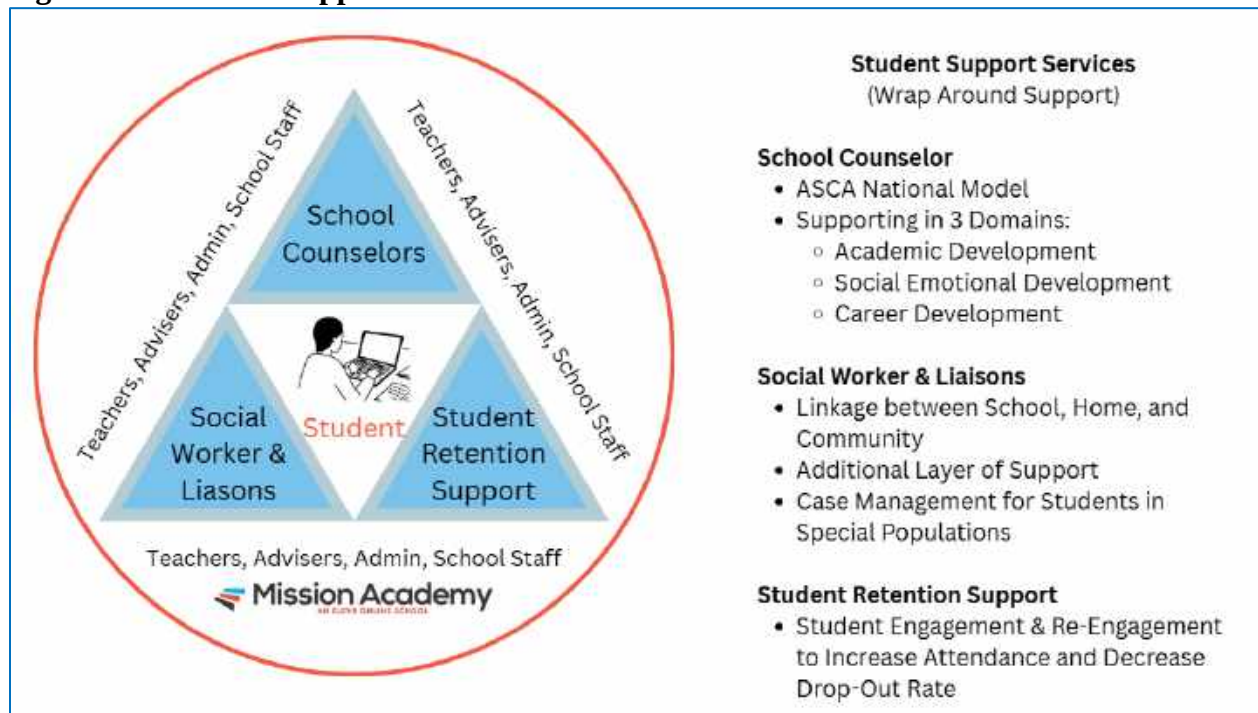
¹⁰ "School engagement plays an important role in the process of high school completion and the movement toward being college and career ready" (Janosz, 2012); "Supporting School Engagement and High School Completion Through Trauma-Informed School Counseling." *Professional School Counseling* 22.1 (2019): 2156759X19867254 (Rumsey, Amanda D., and Amy Milsom).

¹¹ Hill, R. A. (2020). Wraparound: A key component of school-wide culture competence to support academics and socio-emotional well-being. *Peabody Journal of Education*, 95(1), 66-72.

positive intervention strategies and retention, as well as support meetings for re-enrolling students, disengaged students, and transitioning students. They work closely with teachers, Advisers and counselors to re-engage youth and monitor student well-being and address barriers to success.

Together, Mission Academy's support team ensures that every student receives the personalized care and guidance needed to thrive in school and beyond. See Figure A.2 describing the major functions of the school counseling and student support programs.

Figure A.1. Student Support Services



C. What It Means to be an Educated Person in the 21st Century

Mission Academy defines an educated person in the 21st century as someone committed to lifelong learning and equipped with the essential tools to thrive in a rapidly evolving world. To help students better understand themselves, engage with their communities, and succeed in the modern marketplace, Mission Academy is committed to supporting them in the following areas:

- Develop clear and effective reading, writing, and oral communication skills;
- Master core academic subjects, including mathematics, science, and social studies;
- Apply scientific reasoning and problem-solving through inquiry and the scientific method;
- Understand the cultural, economic, political, geographical, and technological forces shaping their world;
- Find, evaluate, organize, and use information from diverse sources;
- Build character, personal responsibility, and respect for others in a multicultural society;
- Gain civic awareness and demonstrate responsible decision-making;
- Cultivate self-motivation, confidence, and the ability to manage multiple responsibilities;

- Acquire knowledge of health and physical fitness for overall well-being; and
- Explore and appreciate the arts through creative expression and informed understanding.

Mission Academy believes that students must be prepared to collaborate with individuals from diverse backgrounds, adapt to change, and lead others through meaningful transformation. An educated person embraces creativity, supports their community, and uses their strengths to enhance the quality of life for themselves and those around them.

D. How Learning Best Occurs

Mission Academy is focused on helping all students improve their academic skills, close achievement gaps, and make meaningful progress toward their personalized learning plans. The school understands that student success begins with addressing basic needs and meeting students where they are. Through trauma-informed practices, high expectations, intentional interventions, and strong community partnerships, Mission Academy supports the whole child and provides a safe, flexible, and supportive environment that promotes accelerated growth.

- 1) **High Expectations for All Students:** Studies have shown that students' achievement increases when parents and teachers have high expectations.¹² Mission Academy sets high expectations and treats student goals as fully achievable with the right planning and support. The curriculum is aligned with California Content Standards and focuses on helping students take ownership of their academic journey.
- 2) **Personalized Learning:** Students learn at their own pace with flexibility to accelerate or slow down as needed. One-on-one instruction supports mastery of challenging subjects while maintaining high academic rigor.
- 3) **Technology-Driven Instruction:** Technology is fully integrated into the learning environment, enhancing instruction, assignments, and access to diverse course offerings. Students use interactive tools and multimedia to match their unique learning styles and multiple intelligences.
- 4) **Fair and Credible Assessments:** All students are assessed upon enrollment and regularly throughout the year to track academic progress and ensure alignment with state standards.
- 5) **Recognition of Achievement:** Mission Academy motivates students by celebrating accomplishments through certificates, awards nights, "Student Success Stories," and virtual and in-person graduation ceremonies.
- 6) **Self-Management of Learning:** Students take an active role in tracking their progress, managing their schedules, and collaborating with teachers to reach graduation goals.
- 7) **Parental/Guardian Involvement.** Families are vital partners in the learning process. Parents receive newsletters, attend virtual meetings and conferences, and are encouraged

¹² Rubie-Davies, C., Hattie, J., & Hamilton, R. (2006). Expecting the best for students: Teacher expectations and academic outcomes. *British Journal of Educational Psychology*, 76(3), 429-444. doi:10.1348/000709905X53589.

to join PAC, ELAC, and Parent Education Nights. A dedicated Parent Liaison ensures ongoing communication and inclusive engagement.

- 8) **Safe and Supportive Learning Environment:** Staff are trained in trauma-informed and restorative practices to ensure a bully-free, respectful environment that prioritizes emotional safety as a foundation for learning.
- 9) **Trauma-informed Approach:** Recognizing the impact of trauma—from homelessness to bullying—Mission Academy supports students with empathy, consistency, and encouragement. Staff are trained to understand trauma’s effects and to deliver compassionate, student-centered instruction. Teachers are also supported with tools for self-care and professional development.

E. Becoming Self-motivated, Competent, and Lifelong Learners

A key element of Mission Academy’s program is empowering students who have faced significant challenges to become self-motivated, competent, lifelong learners. To support students in overcoming personal circumstances and preparing for future opportunities, Mission Academy integrates the following into its core curriculum, enrichment courses, and activities:

Study Skills

- Demonstrate effective study habits, including note-taking, research, and test preparation strategies.
- Reflect on and evaluate personal learning progress.
- Plan, initiate, and complete projects through goal-setting and self-assessment.

Cognitive Processing Abilities

- Apply complex and critical thinking skills to solve problems and make decisions.
- Identify, access, and effectively use a variety of resources and information.
- Clearly articulate thought processes and reasoning.

Technology

- Use technology for research, analysis, communication, organization, and creative expression.
- Operate computers and common software applications confidently and effectively.
- Understand and responsibly utilize Artificial Intelligence (AI) as a supplemental tool to aid in learning and content creation.

Visual and Performing Art Skills and Appreciation

- Express ideas and emotions through participation in visual and performing arts.
- Explore various artistic disciplines, including two- and three-dimensional art and applied arts.

Health Science/Physical Fitness

- Understand key health and safety issues and develop behaviors that support lifelong wellness.

- Participate in physical activities to build strength, agility, and coordination.
- Maintain a healthy diet that promotes overall well-being and helps prevent disease.

Social/Interpersonal Skills

- Make responsible decisions, build self-esteem, and contribute productively to a diverse, technology-driven society.
- Communicate clearly through oral, written, visual, and other forms of expression.
- Develop and maintain responsible, compassionate peer relationships.

F. Increased Student Achievement

Increased student achievement at Mission Academy is supported through a variety of targeted strategies, including MTSS and:

1. Diagnostic assessments administered at enrollment to identify student needs;
2. Appropriate placement in subject areas to maximize the likelihood of success;
3. Flexibility for students to work and complete assignments at their own pace;
4. Personalized instruction tailored to individual learning styles;
5. Regularly scheduled tutoring appointments;
6. Increased teacher availability through additional appointments and frequent communication via telephone, text, and email;
7. Individualized, computer-assisted instruction;
8. Intervention assignments as needed;
9. Individualized counseling sessions with parents to support student progress; and counseling and remediation provided by administrators, school counselors, social workers, and attendance staff for students who re-enroll or reinstate at Mission Academy.

4. CURRICULUM AND ALIGNMENT

Mission Academy utilizes StrongMind curriculum, delivered via the Canvas Learning Management System (LMS) Platform. StrongMind provides an immersive digital curriculum tailored for K-12 students, designed to support online learning environments. Their courses are developed using research-based pedagogy grounded in modern learning science, aiming to enhance student outcomes through engaging and flexible content. StrongMind's curriculum is developed with a focus on flexibility, engagement, and research-based instructional design, delivered through a comprehensive digital platform that supports both students and educators in achieving educational success. StrongMind's commitment to utilizing emerging technologies and learning science has been shown to drive improved academic outcomes, with studies indicating significant gains in student growth on state assessments for English language arts and math after implementing StrongMind curriculum.¹³

¹³ StrongMind. (2019, August 8). *Evaluating the predictive value of standards-based formative assessments to inform online instruction and academic program management*. <https://www.strongmind.com/research-report-evaluating-the-predictive-value-of-standards-based-formative-assessments-to-inform-online-instruction-and-academic-program-management/>

The curriculum is crafted with a commitment to equity, incorporating teacher created assignments and scaffolds that support personalized learning and address the diverse needs of all learners. Students have multiple opportunities to practice and demonstrate their understanding through various formative and summative assessments, including checkpoints and projects that apply learning to real-world scenarios. This approach empowers students by providing real-time access to their progress data, fostering self-monitoring and mastery of skills.

For educators, StrongMind offers robust resources through Teacher Resource Guides (TRGs), which include detailed curriculum maps, grading guidelines, and tools for synchronous instruction. These resources support a blend of personalized, self-paced learning and teacher-led activities, enabling educators to effectively tailor instruction to individual student needs.

By integrating multimedia elements such as videos, interactive media, and infographics, StrongMind's curriculum engages students and enhances the learning experience. Several LTI (Learning Tools Interoperability) integrations connect third-party educational tools that allow users to access external tools seamlessly through the LMS, providing a cohesive and unified learning experience. Additionally, students use single sign on to access StrongMind with their Google school account.

5. IMPLEMENTATION

A. The Educational Program and Approach to Delivery

Mission Academy's educational program is built around a student-centered environment where all students are held to high academic and behavioral standards. Students work in collaborative partnerships with teachers, administrators, and peers, fostering a strong sense of community and shared responsibility. The school delivers its program through a personalized, trauma-informed learning model focused on one-on-one instruction, ensuring that each student's unique needs are supported. To further support student success, Mission Academy emphasizes increased parental involvement, frequent one-on-one interaction between teachers and students, recognition of diverse learning styles, and active student participation in shaping the learning process. The program also provides access to technology, a variety of learning environments, ongoing professional development for teachers and parents, and multiple curricular options to meet individual needs. Through this comprehensive and flexible approach, Mission Academy helps students develop the academic skills, personal responsibility, and self-confidence needed to thrive both in school and beyond.

B. School Calendar, School Days, Number of School Days and Instructional Minutes

Mission Academy provides its annual calendar to students, parents/guardians, and other stakeholders before the beginning of each school year. Mission Academy's 2025-2026 school calendar is attached in **Exhibit J**.

School days are a minimum of 175 days; however, Mission Academy may extend the number of school days. The number of instructional minutes is commensurate with the number of instructional minutes required by Education Code section 47612.5(a)(1).

Mission Academy strives for all its students to attend school as often as needed throughout the week to virtually meet with teachers, seek tutoring support, attend required virtual meetings and work on asynchronous coursework/projects. Every module of content coursework is designed to encompass approximately 20-25 hours of learning, catering to the needs of an average student.

C. Intake and Orientation

Mission Academy receives inquiries from prospective students every day throughout the calendar year through calls, emails and web referrals. Students and families learn about the school through various channels, including referrals from their district of residence or a community partner, social media posts, flyers, events and web searches. However, the most common way students discover Mission Academy is through word of mouth from family or friends in the program.

The process begins when intake staff, also known as Enrollment Specialists in the Student Relations Technician role, prepare the parent and prospective student by answering a call or returning a call from an inquiry to explain the program, answer questions, and process digital enrollment paperwork. Enrollment Specialists work with families through the registration process, including assistance with and explanation of the Independent Study Agreement. All enrollment procedures are aligned with SB 75 (2019) requirements.

As part of the orientation process, adult students and parents of minors receive an interactive digital slide presentation detailing the program's structure and expectations. Students/parents are provided with the Parent-Student Handbook, which is reviewed to ensure that rules and expectations are clear (see **Exhibit G**). Mission Academy welcomes any student in need of an alternative education program to call and speak to an Enrollment Specialist and to attend an orientation session.

To finalize enrollment, the student, parent for minors, and teacher(s) sign the Independent Study Agreement, each committing to their role in providing support for the student's educational success. The active enrollment date is confirmed once all required documentation, including the Independent Study Agreement, is completed and signed.

D. Instructional Resources

Mission Academy ensures that all students have adequate and sufficient instructional resources to support their academic success. To eliminate barriers to access, every student is provided with a school-issued, Wi-Fi enabled laptop upon enrollment. These tools ensure that all learners—regardless of their socioeconomic background—can fully participate in the virtual learning environment and engage with instructional content from any location. This commitment to equitable access guarantees that students have the necessary resources to thrive in an independent study program.

E. Student Onboarding

Upon active enrollment, the Academic Adviser sends a welcome e-mail and schedules a time for Adviser, student, and parent (minor students only) to create a weekly schedule for regular course completion and check in. The student receives a Wi-Fi-enabled laptop, complete with pre-loaded

apps and links for the program and may login to their first class, Digital Skills, on Day 1. Students (and parents) also receive an invitation for a synchronous class session the day after the first day of enrollment to learn about their new class and teacher's expectations.

Students engage in an onboarding course designed to equip them with essential digital skills for success in our online learning environment, while advancing toward becoming digitally literate, 21st-century learners. Students will review essential platforms, effective communication strategies and study skills, forward-planning, AI basics, and test taking strategies. Digital Skills is a five-credit course that takes the average student approximately two to four weeks to complete. Students participate in a reading and math screening or growth assessment online via Northwest Evaluation Association (NWEA) (depending on the time of year), which provides the teacher and Adviser with a baseline measurement of student performance. This information allows the Adviser to place the student in appropriate courses and adjust instruction to provide for student needs. During their time in this course, each student is introduced to their Academic Advisor, who will help create a personalized academic plan based on a review of transcripts, performance on the NWEA MAP assessment, and other relevant factors, including student interests.

After onboarding, students begin their first core course with the support of a Highly Qualified Teacher (HQT) who provides individualized, subject-specific guidance and support, throughout their time enrolled in the assigned course. School staff work diligently to place students in appropriate coursework that promotes rigor, engagement, and success. Given that many students have faced challenges in previous educational settings, as a trauma-informed educational community, we strive to create an empathetic, positive experience that feels supportive, personalized and essential to each student.

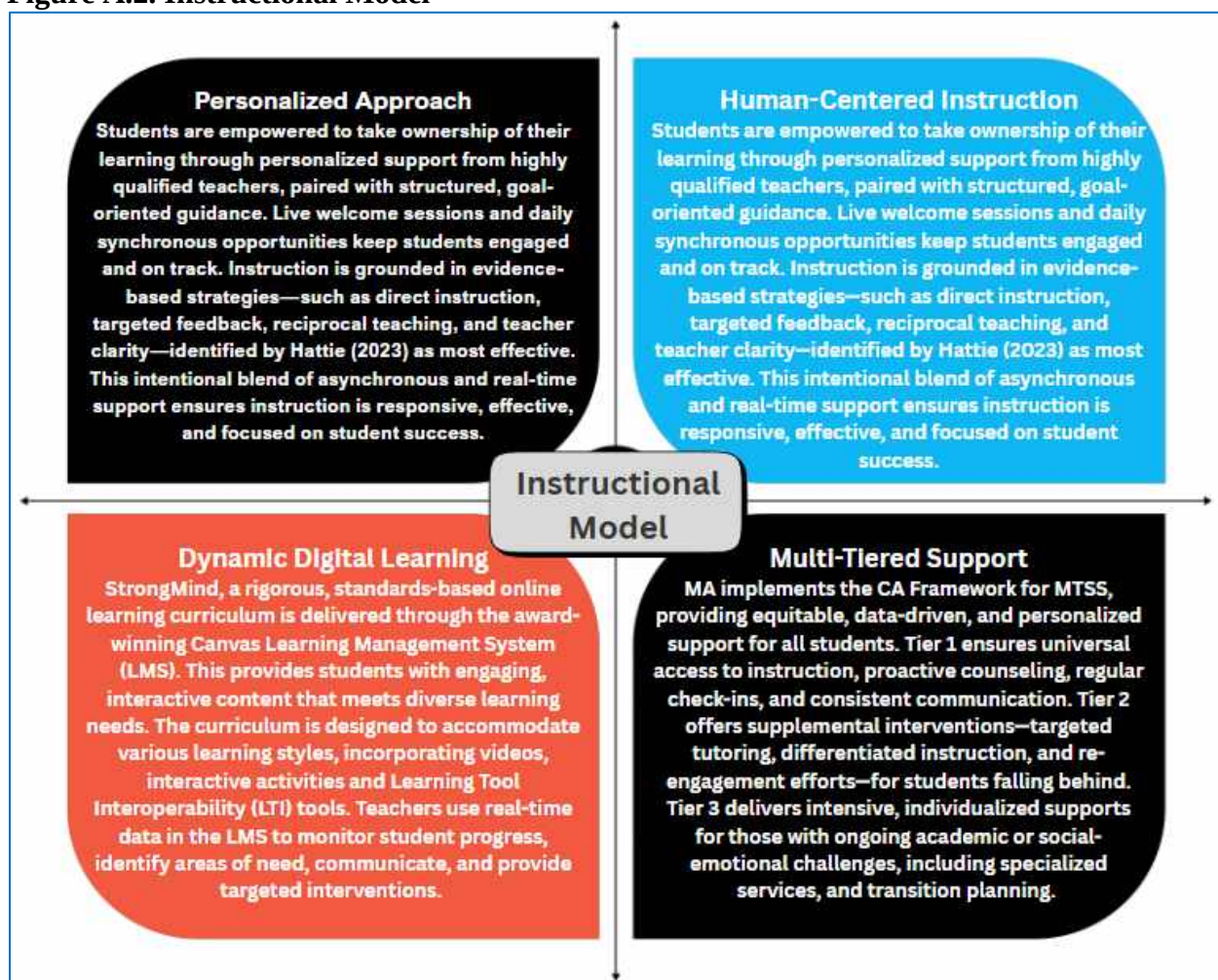
Students are expected to meet with their Academic Advisor and HQT, at least once a week. In addition, Tutors are available from 8:00 am to 5:30 pm virtually, by phone, through chat, or by text to provide additional one-on-one support. Students are expected to be engaged in educational activities Monday through Friday for four to six hours per day.

Mission Academy places a crucial emphasis on the adult-student relationship as a cornerstone of its instructional model. The individualized interactions between Adviser, Teacher, Support Staff and Student build strong bonds of trust and respect, empowering students to express their needs, develop self-agency, and reach their full potential through personalized learning. By prioritizing relationships, resilience, and equity in a trauma-informed environment, Mission Academy equips students to thrive academically, socially, and emotionally.

F. Instructional Approaches

Mission Academy's instructional model is designed to support diverse academic needs, including accelerated coursework, credit recovery, and non-traditional pathways that accommodate students' unique circumstances. Mission Academy's instructional model provides dynamic digital learning utilizing a personalized learning approach that is human-centered and provides multi-tiered support. See **Figure A.2** below.

Figure A.2. Instructional Model



G. CA MTSS Framework

Mission Academy has implemented a robust and intentional application of the CA MTSS framework (see **Figure A.3** below), aligning directly with California’s emphasis on a comprehensive, data-driven, and equity-focused approach to student support. Through the clearly structured Tier 1, Tier 2, and Tier 3 interventions, the program addresses academic, behavioral, and social-emotional needs while maintaining an inclusive and responsive learning environment for all students.

- **Tier 1: Universal Support for All Students**

Our Tier 1 structure represents the foundation of our commitment to equity and access. All students benefit from an array of supports, including weekly check-ins, individualized transcript reviews, and comprehensive counseling services that address academic planning, mental health, and college/career readiness. Preventative outreach, technology with integrated Wi-Fi, and proactive communication strategies (calls, emails, texts, group messages) ensure no student falls through the cracks. We integrate formative data, such as NWEA results and student intake surveys, to tailor placement and identify early barriers to

success. All students have access to on-demand tutoring and personalized learning plans (PLPs), fostering self-directed learning and accountability. We do not wait for students to fail—we intervene early, consistently, and compassionately.

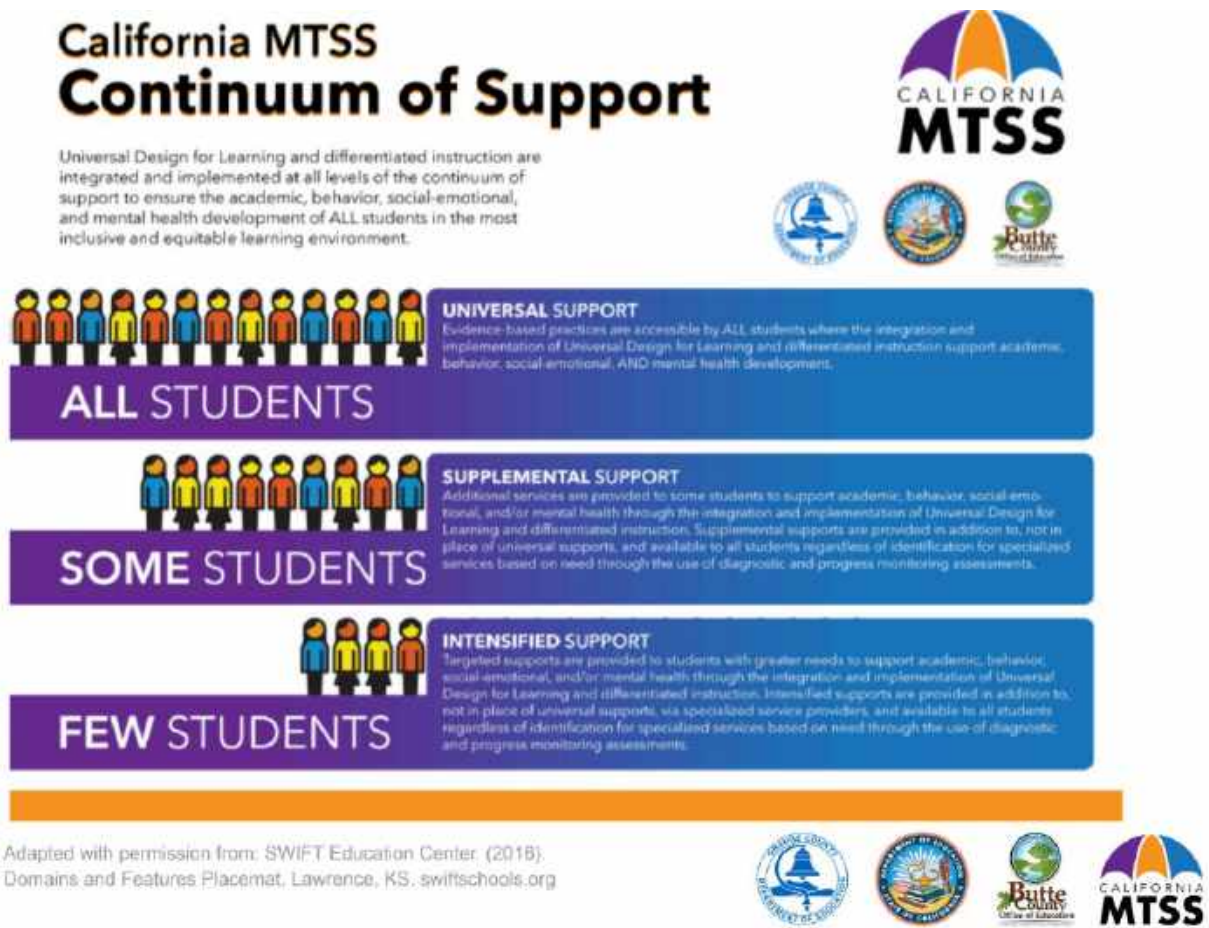
- **Tier 2: Targeted, Supplemental Support**

For students showing signs of academic distress—defined as one or more units behind or with overdue assignments—we initiate Tier 2 interventions. These include targeted tutoring, required teacher meetings, differentiated instructional strategies coordinated with HQTs, and collaborative engagement with support staff. Our counselors, special education team, 504 Coordinator and/or SST and intervention teams hold regular intervention meetings, monitor re-engagement plans, and provide tailored outreach for students falling behind. At this level, we act swiftly and strategically, ensuring students experiencing temporary setbacks or emerging barriers receive the help they need before challenges become insurmountable.

- **Tier 3: Intensive, Individualized Interventions**

Tier 3 services represent our most comprehensive and individualized support for students facing persistent academic or socio-emotional challenges. Students who have not responded to Tier 1 and Tier 2 interventions receive intensive management, often involving retention meetings, manifestation determination IEPs, small group or 1:1 session with HQTs, and personalized family engagement around PLP and graduation status. We provide specialized support plans, clear goal setting, and transition planning when needed. This tier also includes targeted tutoring and continued collaboration among educators, families, and service providers to ensure alignment across supports.

Figure A.3. CA MTSS Framework



H. Trauma-Resilient Education Communities (TREC) Accredited Model

Accredited in January 2025, Mission Academy’s TREC model integrates core training modules, resiliency programs, and partnerships with social service agencies and post-secondary institutions. By focusing on academics, health and social services, youth development, career exploration, and community engagement, the school improves student learning and fosters healthier communities. The model incorporates trauma-informed practices, ensuring students have access to resources that support career and college readiness, social-emotional learning (SEL), and resiliency.



The TREC program benefits all stakeholders by providing ongoing training informed by trauma science, SEL, Diversity, Equity, and Inclusion (DEI), and Positive and Adverse Childhood Experiences (PACES). Staff are trained to recognize and respond to trauma symptoms, integrate knowledge into practices, and develop policies that limit re-traumatization. Additionally, both staff and students are provided self-care and mindfulness resources to enhance well-being for themselves and their students.

I. Student Retention Support

At Mission Academy, we understand that students in alternative education, and those working online, often face unique and complex challenges—both academically and personally. To help address these issues early and effectively, we’ve built a dedicated Student Retention Support (SRS) team. These team members work closely with Academic Advisers, Highly Qualified Teachers, school counselors, administrators, and families to spot early signs of disengagement and respond with timely, personalized support. Whether a student starts missing scheduled online appointments or falling behind in their coursework, the SRS team is there to step in, connect, and help get them back on track.

The SRS team is a crucial bridge between school and home. When additional support is needed beyond the initial outreach from teachers, SRS providers step in to partner with educators and families, offering an added layer of care and guidance to re-engage a student. These can include phone calls, texts, emails and video conferences with families, home visits when needed, Attendance Intervention Meetings (AIMs), and more in-depth Student Retention Meetings (SRMs). Each approach is rooted in empathy and built around the unique needs of the student.

What makes the SRS support and implementation system different is that it isn’t punitive—it’s relational. The focus isn’t on what a student hasn’t done, but rather on what’s getting in the way and how we can help. Our goal is to create a safe, supportive space where students feel seen, understood, and empowered to stay engaged in their learning. This is aligned with our TREC model educational program model.

J. College and Career Readiness

College and Career Readiness (CCR) encompasses a comprehensive approach to prepare students for success in both postsecondary education and the workforce by developing of a range of academic, personal, and professional skills that go beyond traditional academic subjects. The goal is to equip students with the tools and knowledge necessary for a seamless transition from high school to college or a career. Key components of College and Career Readiness include:

1. **Academic Proficiency:** High school students will be expected to attain proficiency in core subjects in English, mathematics, science, and social studies. This includes mastery of critical thinking, problem-solving, and analytical skills.
2. **Critical Thinking and Problem-Solving:** CCR emphasizes the cultivation of critical thinking skills and will enable students to analyze information critically and solve complex problems. It encourages the application of knowledge to real-world situations.

3. **Communication Skills:** Students will be expected to develop proficient written and verbal communication skills. This includes the ability to articulate thoughts and ideas clearly, an essential skill for both academic and professional success.
4. **Digital Literacy:** In an increasingly digital world, students will be prepared for the effective use of technology. This involves competence in using digital tools for research, communication, and collaboration.
5. **Research and Information Literacy:** CCR will encourage students to develop strong research skills, enabling them to locate, evaluate, and use information effectively for academic and professional purposes.
6. **Collaboration and Teamwork:** High school students will be encouraged to work collaboratively in diverse groups.
7. **Career Exploration and Planning:** Students will be exposed to various career paths and industries. They develop a career plan based on personal interests and goals.
8. **Postsecondary Education Readiness:** CCR will include preparation for success in postsecondary education. This involves understanding college admission processes, requirements, readiness for college-level coursework and completion of dual-enrollment course/s.
9. **Workforce Readiness:** Students will be prepared for the expectations and demands of the workplace, developing employability skills such as time management, professionalism, and initiative. which can lead to job placement. In addition to modeling and teaching these essential qualities through 1:1 interactions, Mission Academy has one of only a few Jobs for American Graduates (JAG) programs in California, offering a unique workforce readiness opportunity to students sixteen and older (see **Exhibit AA**).

CCR programs and initiatives aim to provide students with a holistic and well-rounded education that prepares them for success in higher education, various career pathways, and the evolving demands of the global workforce. These efforts often involve collaboration between educators, parents, local colleges, partnerships, and the business community to ensure that students graduate with the skills and attributes needed for future success.

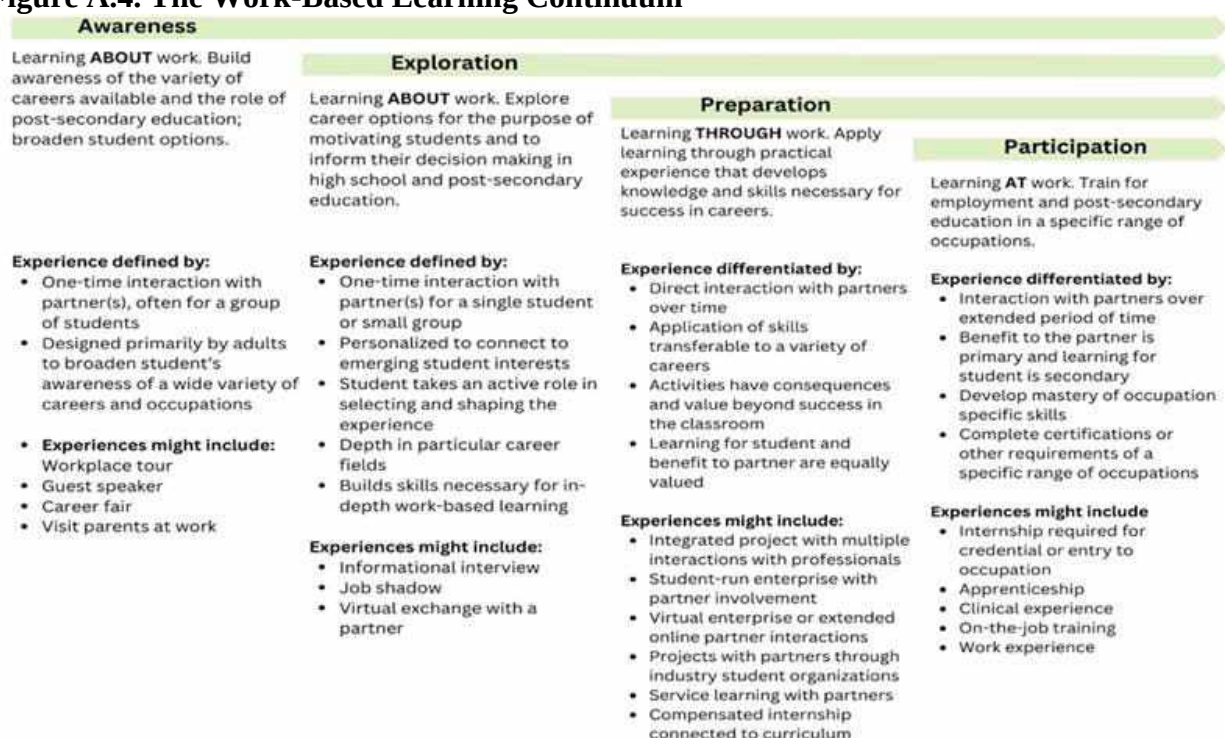
K. Career and Technical Education (CTE)

Implementing additional CTE coursework and pathways is a goal for Mission Academy. We recognize that students in CTE programs are far less likely to drop out of high school. Research supports that over 75 percent of students taking a concentrator CTE course find employment or enroll in postsecondary education after graduating high school. Integrating the student's academic learning with the concepts and skills of a chosen career is consistent with the mission of preparing all students to become responsible community participants and lifelong learners.

Mission Academy’s approach to engaging every student in a continuum of work-based learning is to focus on the individual first. Mission Academy believes that the effectiveness of their efforts is rooted in the student’s own level of self-awareness and his or her ability to create a personal vision and plan for postsecondary success. The student pursues career and technical education within the context of an overall PLP that includes collaboration with the parent.

As shown in **Figure A.4** below, Mission Academy organizes the implementation of CTE programming into several tiers. Mission Academy’s five-year goal is to further expand and develop career pathways complete with CTE concentrator and capstone projects. Students participating in capstone projects will be actively engaged in job training in pursuit of a specific career.

Figure A.4. The Work-Based Learning Continuum



For a student to be successful in career preparation through CTE pathway concentrator courses, the program design must align with local and regional community needs. Mission Academy’s plan is to consider local job forecasts, employer involvement and student interest in the development of level two CTE pathway programs.

L. Course Offerings

Course Catalog

Mission Academy provides a broad and diverse curriculum to fit the needs of its students to propel them in their academic careers and prepare them for their post-secondary and career goals. The Mission Academy Course Catalog includes courses specific for different instructional delivery

models to accommodate students' varied learning styles and abilities, though all core classes are A-G eligible. Mission Academy is also NCAA eligible. With access to over 70 courses, students are able to receive a plan for their current abilities and future endeavors. Mission Academy's Course Catalog is attached in **Exhibit H**.

Curriculum Maps

Curriculum maps provide a structured outline of courses, including key learning objectives, instructional tools, and assessment methods. They serve as a guide for students and educators by summarizing the topics covered, the types of learning activities involved, and the expectations for student engagement and performance throughout the course. The overview ensures transparency around instructional content and helps support consistent, standards-aligned instruction in a virtual learning environment. Curriculum maps required to meet graduation requirements such as English, World History, Economics, Math, Life Science, Visual/Performing Arts, Physical Education, Computer Literacy and Work Readiness are provided, though additional curriculum maps are available. A sampling of curriculum maps is attached in **Exhibit I**.

M. Accreditation, Course Alignment, and NCAA Eligibility

Mission Academy has received and has maintained accreditation by the Western Association of Schools and Colleges (WASC). Mission academy courses are UC/CSU A-G certified (see **Exhibit K**) and National Collegiate Athletic Association (NCAA) approved.

N. National Collegiate Athletic Association (NCAA)

Mission Academy is approved by the National Collegiate Athletic Association (NCAA) , which enables our students to take courses that count toward the academic requirements needed to become a college athlete (<https://web3.ncaa.org/hsportal/exec/hsAction>).

O. Attendance Expectations and Requirements

It is the goal of Mission Academy to achieve, on average, at least 85% student attendance. Mission Academy students are expected to attend regular virtual meetings. Students are also expected to:

- Interact positively in the education process.
- Interact appropriately with staff and peers.
- Complete the body of work that has been determined for them by their teacher each week.
- Present this body of work at regularly scheduled virtual meetings.
- Keep a weekly/monthly work log that is turned in during the regularly scheduled meeting.

Mission Academy students attend pre-determined virtual meetings to gain assistance toward completion of assignments within the Learning Period to earn positive attendance. Students are expected to pursue independent research and completion of assignments. Tutors are available to provide extra assistance when it is requested by either teacher or student.

P. Grading Scale

After a student successfully completes a unit, the teacher evaluates the assignment and administers a unit test or some other appropriate assessment. The test is completed for a percentage grade. Mission Academy utilizes the following grading scale:

Grade	Percentage
A	100% to 90%
B	89% to 80%
C	79% to 70%
D	69% to 60%
No Credit Achieved	59% and below

When a student completes an online learning module and receives a passing grade of 60% or better, the student receives one unit of credit towards high school graduation. However, teachers communicate the preferred standard, encouraging students to demonstrate mastery at 70% or higher.

Q. Transfer of Courses/College Entrance Requirements

Planning for graduation begins early and includes the staff, the parent or guardian (for students under the age of 18), and the student. Mission Academy encourages parents and students to consider future educational or employment plans and to consider the various choices available to them, including college, career or trade. Staff work closely with students and parents to determine how the student will meet graduation requirements, considering individual goals and needs, such as whether students will need all A-G coursework. Accordingly, all students and parents receive information at the time of enrollment regarding the transferability of academic credits to other public high schools and the eligibility of courses to meet college entrance requirements. This information is provided in the Parent-Student Handbook, available in both English and Spanish. This information is reiterated in counseling sessions as well as through distribution of printed material. School counselors will often virtually meet multiple times with juniors and seniors to conduct postsecondary planning.

Additionally, in the Spring of their 11th grade year, all students designated in 11th grade will receive an email with information on how to properly complete and submit the Free Application for Federal Student Aid (FAFSA) or the California Dream Act Application (CADAA). Additionally, students may also receive information and links via a school-to-home messaging service for general announcements and text message communications, which will explain and provide instructions on how to complete and submit the FAFSA or CADAA. Furthermore, additional information is provided in weekly newsletters and at parent meetings throughout the year.

At the end of the Fall semester, 11th grade students and their guardians will receive Cal Grant Opt-Out notices via email and Connect App explaining the Cal Grant GPA upload providing an opportunity for students in 11th grade to opt-out of being automatically considered as a Cal Grant

applicant. Notification to opt-out of the Cal Grant program is sent in writing no later than January 1st of a student's junior year.

R. Graduation

Credentialed school administrators in conjunction with credentialed teachers make the necessary determination as to whether a student has earned a diploma based upon the Mission Academy's adopted graduation requirements, listed below.

Students are required to successfully complete 210 credits for graduation. The following subjects and credits are requirements for graduation:

Subject	Credits Required
ENGLISH	40
WORLD HISTORY	10
U.S. HISTORY	10
ECONOMICS	5
CIVICS/AMERICAN GOVERNMENT	5
MATHEMATICS*	30
PHYSICAL SCIENCE	10
LIFE SCIENCE	10
PHYSICAL EDUCATION	20
VISUAL & PERFORMING ARTS / WORLD LANGUAGE/CTE	10
COMPUTER LITERACY	5
WORK READINESS	5
ELECTIVES**	50
TOTAL	210

*Math must include ten credits of Algebra I (as required by state law).

**Students graduating in 2030 will be required to take a 5-credit course in Ethnic Studies

A student shall complete a minimum of 10 credits while enrolled at Mission Academy in order to be eligible to graduate. Even if a student has completed 210 credits and has met the core curriculum requirement, the student must still complete the 10-credit minimum requirement.

A Certificate of Completion program is available for those students with disabilities for whom the IEP team determines this option is appropriate.

S. Transition Out of Mission Academy

Mission Academy is committed to collaborating with each school district in which students may be re-enrolling to ensure the smooth and equitable transfer of academic credit. The school seeks to establish mutual confidence that the credits earned at Mission Academy reflect equivalent subject mastery and align with district expectations. Mission Academy welcomes the opportunity

to align its practices with those of partnering districts to support seamless transitions and prioritize the best interests of each student.

T. Personalized Learning Laws and Regulations

Mission Academy complies with all applicable laws related to independent study and Personalized Learning. As such, the provision of education through a Personalized Learning model is governed by the Personalized Learning Policy adopted by the Board of Mission Academy after a public hearing and implemented in accordance with individual independent study agreements and work and assignment agreements for each student. A copy of Mission Academy's Personalized Learning Policy is included in **Exhibit L** and a sample Independent Study Agreement is included in **Exhibit M**.

Mission Academy adheres to all applicable sections of the Education Code for Independent Study (Section 51745 *et seq.*) and funding determination requirements of Education Code Sections 47612.5 and 47634.2, and Title 5, California Code of Regulations, Sections 11963-11963.7 (SB 740).

Mission Academy also adheres to the California Code of Regulations requirements related to audit requirements for charter schools (Title 5, California Code of Regulations Sections 19850-19854).

6. CHARTER SCHOOL GOALS AND ACTIONS TO ACHIEVE THE EIGHT STATE PRIORITIES

Mission Academy annually produces a Local Control Accountability Plan (LCAP) and LCAP update using the LCAP template adopted by the State Board of Education pursuant to Education Code Section 47606.5. The Parent Advisory Committee (PAC) and English Learner Advisory Committee (ELAC) assist the school in the development of the LCAP, along with consultation from other important community partners, such as teachers, students and parents. Data from the school's Dashboard and local data are used to identify student needs and school goals, actions and services. Funds are then principally directed towards meeting the needs of English learners, low income and foster youth within the LCAP.

Mission Academy reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter through the annual LCAP update. The LCAP and any revisions to the LCAP shall be adopted by Mission Academy's Board of Directors at a regular board meeting following a public hearing, with copies made available for public inspection on the school website, and notice provided to the public in accordance with the Brown Act. Mission Academy shall submit the LCAP update to the District and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

Please see the section "Goals, Actions and Measurable Outcomes Aligned with the Eight State Priorities" in **Element B** of the charter for a description of Mission Academy's annual goals to be achieved in the Eight State Priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in

accordance with Education Code Section 47605(c)(5)(A)(ii). The LCAP is also included in **Exhibit P**.

7. A DAY IN THE LIFE OF A MISSION ACADEMY STUDENT

A Day in the Life of Madison – A 17-Year-Old Student Balancing Work and School

- **9:30 AM**

Madison, a 17-year-old high school student, starts her day after working a late shift at her part-time job and walking her younger sibling to school. She grabs a quick breakfast and opens her Chromebook. Madison juggles school, work, and helping care for her younger sibling, so the flexibility of Mission Academy’s virtual model is essential to her success.

- **10:00 AM – Weekly Academic Adviser Check-In Meeting**

Madison logs into her weekly check-in with her Academic Adviser. Today, they review her progress in Geometry and whether she’s on track to complete the class by the pre-determined deadline. They go over her assignment submissions, discuss anticipated challenges in completing the course, and talk through strategies for tackling a few concepts she found challenging. Her Adviser offers encouragement, reminds her that virtual math tutoring is available if she needs extra support and suggests that she logs into her Teacher’s Office Hours at 11:00am today. They finish by confirming Madison’s expected graduation date.

- **10:30 AM – Independent Study Time**

After the meeting, Madison spends time reviewing a Geometry lesson focused on angle relationships. She watches a video tutorial, pauses to take notes, and completes a practice set in Kami using digital tools her teacher provided. She appreciates the ability to go at her own pace and revisit tricky sections as needed.

- **11:15 AM – Teacher Office Hours**

Madison decided to take her Adviser’s advice and logs into her Geometry teacher’s Office Hours in Google Meet. She wasn’t sure about attending, but her teacher’s warm smile and welcome makes her feel more confident. She asks questions about the end of unit assessment and the teacher gives her key ideas to study and focus on. She’s still not proficient with proofs, and her teacher schedules a tutoring session for her through the tutor website and Microsoft Bookings.

- **2:30 PM – Math Tutoring Session**

In the afternoon, Madison logs into a scheduled tutoring session to get extra help with Geometry proofs. The tutor breaks down each step using visual models and sentence starters to support her reasoning. Madison practices solving problems on a shared whiteboard, and by the end of the session, she feels better about tackling her upcoming assessment. Madison continues working after the session and feels she will be well prepared for the unit exam.

- **4:00 PM – Time to Work**

With her schoolwork complete for the day, Madison meets her sister to walk her home from school and prepares for her evening shift at work. Before logging off, she checked her to-do list and set a reminder for her next Geometry assignment. She knows that staying consistent with one course at a time helps her make real progress toward graduation.

At Mission Academy, Madison can stay on track toward graduation while managing the responsibilities of her daily life. With flexibility, individualized support, and encouragement from her teachers, she’s building the confidence and skills she needs for the future—on her own terms.

A Day in the Life of Steven – A Special Education Student at Mission Academy

Steven is an 18-year-old student in his final year of high school at Mission Academy. He receives special education services and has an Individualized Education Program (IEP) that supports his unique learning needs, including reading and writing at approximately a 4th grade level. Though Steven has faced academic challenges in the past, he is determined to graduate and feels empowered by the flexibility and individual support he receives through Mission Academy’s virtual learning model.

- **9:00 AM – Daily Routine and Independent Work**

Steven begins his day by logging into his Chromebook at the desk in his bedroom, where he does most of his schoolwork. He checks his to-do list, created by his Education Specialist, which outlines clear and manageable steps for the day:

1. Finish reading comprehension assignment
2. Join virtual Office Hours for English
3. Submit Math practice activity
4. Attend 1:1 SAI time with education specialist

Today, Steven opens a reading assignment in his English 11 course. It features a short nonfiction article with embedded audio, which he listens to first before reading along. He uses built-in tools within the LMS like a text highlighter and dictionary to help understand unfamiliar words. To answer the comprehension questions, Steven uses voice-to-text software to draft his responses, then edits them using a checklist and rubric provided by his teacher.

- **11:00 AM – English Teacher Office Hours**

Steven meets virtually with his English teacher by logging into her daily office hours. Green puts him in a breakout room where she can provide more focused attention on his English 11 assignment. They start by reviewing the work he submitted earlier that morning, then turn to a writing assignment Steven is revising. He reads aloud: “My best memory is when I make pancakes with my mom.” His teacher helps him strengthen his writing by asking follow-up questions and modeling how to add detail. Using a shared document, rubric and color-coded highlights, they work together to revise one paragraph. The teacher leaves Steven to work for a few minutes while she checks on her other students. When she returns, Steven proudly reads the new version out loud and smiles when Ms. Green tells

him how far he's come in just the few weeks he's been in her class. They end the meeting by checking to ensure he's on pace to complete English 11 by his pre-determined deadline.

- **1:00PM – 1:1 Meeting with Education Specialist (Specialized Academic Instruction-SAI)**

Steven meets virtually with Mr. P, his Education Specialist, for his bi-weekly check-in. These one-on-one meetings are focused entirely on his IEP goals. They start by reviewing the course progress he's made in English 11 and Mr. P uses Steven's writing assignment as a basis to check progress against his Writing Goal. Mr. P also reminds Steven of a counselor appointment he must attend to discuss Grad Nite and his post-secondary plans. He introduces him to a career exploration activity they will begin next week, based on his interest in helping people and fixing things.

- **3:00 PM – Wrapping Up the Day**

After a well-earned break, Steven reviews his checklist one last time and confirms that he's completed all of his tasks for the day. He updates his digital progress tracker and logs off for the afternoon feeling accomplished. He receives a text message from his Teacher once again congratulating him on the effort he put into his writing assignment in Office Hours. He feels good when his Adviser and Education Specialist (cc'd on the group text) both give him encouraging comments in reply.

At Mission Academy, Steven receives more than just academic support—he's given time, tools, and trust. Through a blend of flexibility, individualized instruction, and consistent care, Steven is developing essential life skills, working toward his diploma, and building confidence for whatever comes next.

A Day in the Life of Maria – An English Learner in 11th Grade at Mission Academy

Maria is a 16-year-old 11th grade student at Mission Academy. Spanish is the primary language spoken at home, and Maria is working toward building fluency in English. She was identified as an English Learner through the Initial ELPAC and is currently at Level 2. With support from her Academic Adviser, ELD instructor, and personalized academic plan, Maria is learning to navigate her courses confidently in a virtual learning environment.

- **8:30 AM – Starting the Day**

Maria logs into her Chromebook from the kitchen table, where she's set up a quiet corner to focus on school. Her younger siblings are just finishing breakfast, and Maria checks her schedule for the day. She has English Language Development (ELD) Small Group Instruction at 9:00 AM and a one-on-one meeting with her Academic Adviser at 11:30 AM.

- **9:00 AM – Designated ELD Small Group Instruction (SGI)**

Maria joins her designated ELD class via Google Meet. Her ELD teacher, Ms. Jimenez, welcomes the small group and begins today's lesson on expressing opinions and supporting them with evidence. The class uses digital tools like shared slides, sentence frames, and real-world mentor texts to practice.

Today, they're discussing an article about climate change. Ms. Jimenez models how to respond using academic language: "In my opinion, climate change is serious because..." Maria then practices with a partner in a breakout room, using her notes and the sentence starters. "I believe climate change is important because...animals are losing homes," she says. Her teacher drops in to affirm her participation and tells her to elaborate by adding a second sentence in writing.

At the end of the session, Maria receives a paragraph assignment to complete for the next class and adds it to her to do list.

- **10:15 AM – Independent Study Time**

After ELD class, Maria takes a short break and then reviews a module in her Algebra course. She watches a short video on linear equations with closed captions on and uses an online bilingual glossary to understand new vocabulary. She pauses frequently to take notes and then completes a short comprehension quiz in the LMS. Her Academic Adviser has set up accommodations such as sentence frames and vocabulary banks in Canvas to help her access grade-level content.

- **11:30 AM – Weekly Academic Adviser Check-In Meeting**

Maria logs into her scheduled meeting with her Academic Adviser, Ms. Torres. They begin in English but switch to Spanish occasionally when Maria needs clarification. Ms. Torres always asks Maria to use academic sentence frames to answer questions in complete sentences. They review her progress across subjects, discuss her goals from her Individualized English Language Development Plan (IELDP), and talk about her post-secondary interests—Maria hopes to be the first in her family to attend college. Ms. Torres reminds Maria about the upcoming ELPAC Summative Test and validates her recent efforts, saying she knows she will do well if she tries her best.

Before ending the meeting, Ms. Torres reminds Maria that she always has access to tutoring and encourages her to attend later this week if she gets stuck on the ELD paragraph assignment. Maria tells her she made a 1:1 appointment with her Math teacher already and thanks her for the reminder.

- **1:00 PM – Algebra IA 1:1 Teacher Meeting**

Maria logs into her virtual Algebra I class, where her math teacher uses integrated ELD strategies to support English Learners. Maria is provided with math-specific vocabulary, and visuals to help her follow along. The teacher allows her to use a bilingual math glossary and models each problem using multiple representations—graphs, tables, and equations. Her teacher provides feedback on her work in real time and invites her to explain her thinking to him. Maria solves a problem and models her response using sentence frames like, "I found the slope by..."

- **2:30 PM – Wrapping Up the Day**

After the appointment with her math teacher, Maria completes her assignments for Algebra and submits them through Canvas. She then spends some time reviewing vocabulary flashcards she created for her ELD class and reflects on the new words she used today.

Maria closes her laptop feeling proud of her progress. With consistent support, culturally responsive instruction, and flexible learning tools, she's gaining not only language skills, but also the confidence to succeed in high school and beyond.

A Day in the Life of Jordan – A Mission Academy Middle School Student

Jordan, a 7th grader at Mission Academy, starts his day at home with a quick breakfast and a glance at his online calendar. Like many middle schoolers, he appreciates sleeping in a bit more than he could in a traditional school setting.

- **8:30 AM – Morning Routine**

Jordan logs into his Chromebook. He knows that he has a virtual math synchronous instruction session at 10:00 AM (like every day) and a one-on-one appointment with his supervising teacher at 11:00 AM. He sees feedback from a previous project, where his teacher commented on his explanation and gave suggestions for improvement. He works independently on his Math assignments in Canvas until 9:30 AM when he goes to the kitchen for a snack.

- **10:00 AM – Math Synchronous Instruction Session**

Jordan joins his scheduled math class by clicking on a meeting integration tool within StrongMind. His Supervising Teacher greets the small group of students and begins with an ice breaker. Soon after, he moves into a lesson on ratios and proportions, this week's unit focus. The teacher uses digital whiteboard tools to demonstrate problem-solving strategies. The lesson is interactive—students type in the chat, respond to questions, and answer questions using interactive tools like Pear Deck, Near Pod or EdPuzzle. When Jordan doesn't understand one of the steps, he uses the "raise hand" feature and receives extra clarification. By the end of the session, he's completed practice problems and downloads his assignment to turn in before tomorrow's session.

- **11:00 AM – Weekly Supervising Teacher Check-In Meeting**

Jordan logs into his weekly check-in with his Supervising Teacher. They talk about his academic progress, including the math quiz he submitted this morning. His teacher also asks how he's feeling, how things are going at home, and whether he needs help with anything. They set small goals for the week. Today's goal: complete the last few assignments in the module and start the next unit to get. Before ending the meeting, his teacher reminds Jordan that he can attend virtual tutoring if he needs more support and that he's doing a great job staying on pace.

- **12:00 PM – Lunch & Break**

Jordan takes a break and eats lunch with his mom and his younger sibling. It's a nice change from a cafeteria and gives him time to reset before his next task.

- **1:00 PM – Math Assignments**

Jordan spends the afternoon working on his Math module assignments. He checks the practice problems and rubric his teacher shared and makes edits before submitting it. He checks his work and gets the same answer. He feels proud of his work and leaves a comment in the submission box asking for feedback on how he could challenge himself further.

- **3:30 PM – Free Time & Flex Learning**

With his assignments submitted and his check-ins complete, Jordan has free time. He packs his bag for practice later that night and walks to the park to get some extra touches on the soccer ball. He's excited he's finished his work and won't need to log in again after practice.

At Mission Academy, Jordan has the flexibility to learn at his own pace while receiving consistent support from teachers, tutors, and staff. His day includes structure, interaction, and personal accountability — all from the comfort of home, with the tools and encouragement he needs to grow academically and personally.

8. PROFESSIONAL DEVELOPMENT (PD)

A. Professional Learning Program

At Mission Academy, we recognize that high-quality teaching and leadership are the greatest drivers of student success. Our professional learning program reflects a deep and sustained commitment to supporting all leaders, teachers, and instructional support staff through comprehensive, differentiated training pathways, ongoing development, and continuous support.

Mission Academy's approach to professional learning is sustained, evidence-based, and responsive to real-time student data. Our model ensures that every educator has access to the knowledge, skills, and strategies needed to provide equitable, high-quality instruction that fosters student engagement, achievement, and self-efficacy. All professional learning opportunities are strategically aligned with the California Standards for the Teaching Profession (CSTP), Learning Forward's Standards for Professional Learning, and Mission Academy's Local Control and Accountability Plan (LCAP) goals, ensuring coherence, relevance, and measurable impact across the organization.

Professional learning is not a one-size-fits-all endeavor at Mission Academy. Just as we personalize learning pathways for students, we personalize professional development for educators, offering differentiated, role-specific, and goal-aligned experiences. Student performance data, schoolwide goals, staff surveys, teacher appraisals, and annual needs assessments drive the implementation of professional learning activities, ensuring that every session and opportunity is meaningful, targeted, and rooted in identified areas for growth.

B. Training Opportunities

Annual Mandates: Federal and state mandates require that some or all employees complete training and/or professional development, as described below:

Sexual Health Education Mandated Training: School Staff (AB 2601)

The Sexual Health Education Mandated Training is required to train all education staff who provide sexual health/HIV prevention education on comprehensive Sexual Health Education mandated through AB 2601 under the California Healthy Youth Act (CHYA). The training is designed so staff members are prepared to educate students with medically accurate, comprehensive, and inclusive sexual health education conversations.

Mandated Child Abuse Reporting: School Employees (AB 1432)

The Mandated Reporter Training is assigned to all school employees per the mandate of Assembly Bill 1432. All school employees must be trained to report any suspected incidents of abuse, neglect, or exploitation of students. This course covers signs that a child may be in an abusive situation and explains how to respond if you suspect a child is being abused, neglected, or exploited. It will also discuss appropriate ways to interact with students and what to do if a fellow staff member seems to be acting inappropriately. All school employees are required to complete this training on an annual basis and within 6 weeks of their hire date. The training is provided by Target Solutions and a certificate is generated and kept on file for each completion.

Anti-Harassment Training for Supervisors/Managers (AB 1825/SB 1343)

The Anti-Harassment Training for supervisors/managers is assigned per the mandates of Assembly Bill 1825 and SB 1343. The training provides a comprehensive overview of what sexual harassment is, how it can occur in the workplace, and how to maintain a harassment-free workplace. The topics that are covered in this course include behaviors that constitute sexual harassment, the different types of harassment including abusive conduct, what constitutes a hostile work environment, and how to handle complaints. All Supervisory employees are required to complete 2 hours of harassment prevention training biennially and within 6 months of their hire date. The training is provided by Target Solutions and a certificate is generated and kept on file for each completion.

Anti-Harassment Training for All Employees (SB 1343)

The Anti-Harassment Training for employees is assigned to all non-supervisory employees per the mandate of Senate Bill 1343. The training course illustrates how to recognize inappropriate behavior such as sexual harassment, bullying, and gender discrimination as well as acceptable ways to address and report unwelcomed conduct. This training, combined with school policy, meets the training requirements for the state of California. All non-supervisory employees are required to complete 1 hour of harassment prevention training biennially and within 6 months of their assumption of a position or 100 hours of service, whichever comes first. The training is provided by Target Solutions and a certificate is generated and kept on file for each completion.

School Safety: Bullying (AB 2291)

The School Safety anti-bullying training is assigned to all school employees per the mandate of Assembly Bill 2291. The training aims to ensure that school staff members understand bullying

behavior and their obligations in preventing it. The course also covers behaviors that are often illegal when students target fellow students based on race, skin color, religion, ancestry, national origin, gender, gender identity and expression, sexual orientation, disability (whether mental, physical, or sensory) or by any other distinguishing characteristic. All school employees are required to complete the training annually upon hire. The training is provided by Target Solutions and a certificate is generated and kept on file for each completion.

LGBTQ+ Cultural Competency Training (EC Section 218.3(a))

LGBTQ+ Cultural Competency Training is assigned to all teachers and other certificated employees serving pupils in grades seven to twelve to enhance cultural awareness and knowledge of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) students. The goal for the training is to increase support for LGBTQ+ pupils and thereby improve overall school climate.

Human Trafficking Prevention (SB 1104)

The Human Trafficking Prevention training is assigned to school staff per the Senate Bill 1104. This mandate requires Charter School to identify the most appropriate methods of informing parents and guardians of students in grades 6 through 12, as applicable, of human trafficking prevention resources. Charter School staff will include Human Trafficking Prevention Training to their current Professional Development as required by law. Attendance sheets are kept on file by the Training Department.

Adult and Pediatric First Aid/CPR/AED

The Adult and Pediatric First Aid/CPR/AED training is assigned to staff per the mandate of Education Code Section 49413. Employees volunteer to be a part of the safety team and then receive the training. This OSHA compliant training is provided to employees by the American Red Cross biennially and a certificate is kept on file for each employee.

Bloodborne Pathogens Training

The Bloodborne Pathogens (BBP) training is assigned to staff per the mandate of OSHA and Cal OSHA regulation Title 8 CCR 5193. Employees volunteer to be a part of the safety team and then receive the training. This OSHA compliant training is provided to employees by the American Red Cross annually and a certificate is kept on file for each employee.

Anaphylaxis and Epinephrine Auto-Injector Training

The Anaphylaxis and Epinephrine Auto-Injector (EpiPen) Training is assigned to staff per the mandate of California Education Code Section 49414. Employees volunteer to be a part of the safety team and then receive the training. This OSHA compliant training is provided to employees by the American Red Cross biennially and a certificate is kept on file for each employee.

Suicide Prevention Training

California Education Code Section 215 (AB 2246) mandates that the governing board of an LEA that serves pupils in grades seven to twelve, inclusive, adopt a policy on pupil suicide prevention, intervention, and postvention. The policy shall specifically address the needs of high-risk groups, include consideration of suicide awareness and prevention training for teachers, and ensure that a school employee acts only within the authorization and scope of the employee's credential or license.

Homeless Education Foundations

The Homeless Education Foundations training is an introductory course in which school staff is provided with information regarding homeless youth federal and state laws. This course is a required annual training for all California school staff.

Title IX and Sexual Misconduct for K-12

Under current Title IX regulations (2025), all Title IX coordinators, investigators, decisionmakers, and any person who facilitates a Title IX informal resolution process will receive Title IX training and/or instruction concerning sexual harassment as required by law..

C. New Team Member Onboarding and Foundations Program

All newly hired employees at Mission Academy engage in a structured and comprehensive onboarding process before moving into department-specific training. During this initial phase, all new hires complete a series of required onboarding courses designed to build a strong foundation in Mission Academy's culture, instructional philosophy, and operational systems. Topics include:

- Portrait of Our Organization
- Personalizing Student Learning
- Serving Special Populations
- Curriculum and Instruction
- Trauma-Resilient Educational Communities (TREC)
- Data and Assessment
- Ed Tech Essentials
- Compliance and Policy Training
- Technology Systems Orientation (LMS, Google Workspace, Microsoft Teams)
- Student Relations and Communication Norms
- School Safety and Mandated Reporting

This onboarding process also emphasizes culture building, academic and social-emotional supports for students, trauma-informed practices, virtual classroom management, and an introduction to department processes and policies. Mission Academy utilizes a dedicated Google Classroom for Onboarding to house all foundational training materials, resources, discussion activities, and interactive assignments, ensuring onboarding is accessible, interactive, and aligned across departments.

Teachers specifically receive targeted training in the use of assessment platforms such as NWEA, with a focus on using data to inform instruction and support academic decision-making. These platforms and related instructional materials are supported through dedicated funding within the school's annual budget.

Training is delivered virtually, enabling teachers to learn essential day-to-day responsibilities with support from a regional trainer who provides ongoing monitoring and guidance throughout each teacher's first year at Mission Academy.

As part of onboarding, new teachers observe best practices, gradually assume caseload responsibilities, and engage in reflective conversations with their trainers focused on learning outcomes, behaviors, and strategies. New hires also virtually meet with key members of the support services team — including tutors, counselors, and special education staff — to foster collaboration, deepen understanding of student services, and build collegial relationships across teams.

Following foundational training, new hires transition into department-specific training, guided by structured materials such as the 5-Day Department Training Schedule and Department Training Guide. This phase includes:

- Department-specific mentoring and coaching
- Opportunities for shadowing and observing veteran staff
- Use of an Observation & Feedback Form to guide practice
- Hands-on learning tasks aligned to authentic job responsibilities
- Structured reflection activities and debrief discussions

New hires must demonstrate mastery of essential competencies before transitioning into independent work. Mastery is assessed through performance-based evaluations, observed practice, documented reflections, and department-specific mastery checklists.

Additionally, all staff are introduced to the Online Team Handbook (OTH) — Mission Academy’s continuously updated and comprehensive digital library of operational guides, compliance policies, and best practices. The OTH serves as an essential ongoing resource for both new and veteran employees, providing clear, consistent, and current information to support autonomy, accountability, and professional growth.

D. Ongoing Learning Opportunities

Beyond initial onboarding, Mission Academy staff participate in continuous, job-embedded professional learning opportunities designed to support a thriving culture of excellence. Each year, leadership collaborates with the LLAC Learning & Development (L&D) team to identify two to three annual professional development focus areas, aligned to LCAP priorities, schoolwide goals, and identified needs.

Ongoing professional learning focuses on critical instructional and cultural areas, including:

- Strengthening school culture and positive mindsets
- Trauma-informed practices and student engagement strategies
- Data analysis and academic decision-making
- Technology integration and innovation
- Curriculum standards and instructional strategies
- Use of Artificial Intelligence (AI)
- Supports for English learners and diverse student populations
- Effective use of assessment platforms and academic intervention design

Professional learning experiences may include coursework, conferences, workshops, coaching cycles, mentoring, and Professional Learning Communities (PLCs). Mission Academy's blended professional learning library is a key strength, combining over 200 curated offerings from Lifelong University with custom-designed trainings tailored to the realities and innovations of online education. This ensures that professional learning remains flexible, relevant, and responsive to the needs of educators working in a dynamic virtual environment.

Teachers participate in job-embedded mentoring, coaching with school leadership, and continuous PLC collaboration to refine instructional practices, enhance student engagement, and improve outcomes for all learners.

Ongoing professional learning is guided by a formal Professional Development Plan aligned to state and federal expectations, data analysis, needs assessments, and evidence-based practices. This ensures teachers and staff are well-prepared to provide equitable access to quality instruction, foster a thriving learning environment, and engage in meaningful professional growth across the continuum of their careers.

Mission Academy staff also have opportunities to engage in external professional learning experiences, such as Solution Tree's PLCs at Work Conference and other reputable offerings. Participation in external conferences ensures that staff are exposed to leading research, emerging best practices, and national models of innovation and excellence.

A list of available Professional Development Opportunities is attached in **Exhibit N**.

E. Professional Learning Communities (PLCs)

Mission Academy fosters a culture of collaboration and continuous improvement through Professional Learning Communities (PLCs). Educators participate in regular, virtual PLC meetings structured around inquiry cycles: planning, action, analysis, adjustment, and evaluation — all rooted in real-time student data.

PLCs empower teachers to collaborate on student progress, share effective instructional practices, and develop data-informed intervention strategies. Through this shared leadership model, Mission Academy cultivates a professional culture of shared responsibility, reflection, and ongoing instructional improvement.

F. Looking Ahead

Mission Academy remains deeply committed to advancing and enhancing professional learning across all roles and departments. Future initiatives include expanding micro credentialing opportunities, strengthening personalized coaching models, and building a robust virtual professional learning network to connect educators across schools.

We are actively refining and expanding department-specific training modules and building specialized role-based learning pathways for positions such as Instructional Specialists, Multilingual Department Leads, and other emerging leadership positions. Recognizing the

importance of cultivating internal leadership capacity, Mission Academy has also initiated the development of comprehensive leadership and administration training programs to support future leaders.

We believe that sustained investment in our educators' professional growth fuels academic excellence, drives innovation, and ensures that every student receives equitable access to high-quality instruction and meaningful learning opportunities. At Mission Academy, professional learning is not an event — it is a way of life. It is the foundation behind every success story we create, empowering educators to lead, innovate, and inspire. By investing in our people, we invest in the promise and potential of every student we serve.

G. Implementation Roles

Implementation of the professional development plan is supported by administrators, the Regional Instructional Specialist, department chairs and other facilitators.

Administrators as Trainers: The Principal and other administrators are responsible for promoting and fostering a school culture that values and supports professional learning. This is demonstrated through the establishment of a school calendar that includes regular professional development opportunities, dedicated time for teacher observation, mentoring and coaching, and the support of PLCs. In addition, administrators model the importance of continuous learning by participating in professional development themselves.

Regional Instructional Specialist (RIS): The Regional Instructional Specialist provides instructional leadership by developing, implementing, and supporting educational programs that promote student achievement and professional growth. They deliver coaching, mentorship, and professional development to educators, ensuring alignment with organizational initiatives and best instructional practices. Through collaboration with regional and school-based leadership, they help design engaging, data-driven programs to support student success, especially for those at risk of academic failure. Additionally, they monitor program effectiveness and maintain ongoing support for instructional improvement across the region.

Department Chairs and/or Leads: Department chairs and/or Leads at Mission Academy play a key role in supporting the professional growth of their teams by providing targeted, ongoing professional development. They lead subject-specific training sessions, facilitate professional learning communities (PLCs), and model best practices in instruction and assessment. They may analyze student performance data alongside teachers to identify instructional needs and design responsive professional learning opportunities. They also offer coaching, mentorship, and real-time feedback, supporting teachers in implementing research-based strategies aligned with school goals.

Other Facilitators: Professional development training may also be facilitated by partners such as the Lifelong Administration Corporation (LLAC), the Los Angeles County Office of Education, the El Dorado County Charter SELPA, internal Mission Academy staff, or other approved partners.

Analysis, Evaluation, and Reporting: Mission Academy engages both leadership and staff in an ongoing review of effectiveness, culminating in an annual collaborative review to establish relevant professional learning goals for the following school year. Teachers have access to real-time student growth and achievement data via instructional dashboards, promoting a transparent and collaborative teaching environment. Staff and leadership are expected to demonstrate professional growth, active engagement with students, peers, and community partners, and a strong commitment to the mission and values of Mission Academy. Teachers are encouraged to collect artifacts and examples of their professional accomplishments throughout the year and participate fully in individual and team evaluations.

Performance Management Framework: A structured performance management framework ensures regular development conversations and goal-setting. Managers conduct ongoing check-ins and provide regular, timely feedback to employees throughout the year. Goals are collaboratively set and adjusted as needed, ensuring that professional growth remains flexible, responsive, and aligned to school priorities.

9. PLAN FOR ACADEMICALLY LOW-ACHIEVING STUDENTS

Mission Academy provides a deeply personalized and data-informed learning environment designed to support all learners—particularly those who enter the program performing below grade level. Through an alternative education model rooted in flexibility, trauma-informed practices, and high expectations, the school ensures that every student receives the tools, encouragement, and individualized guidance needed to grow academically and re-engage with their education.

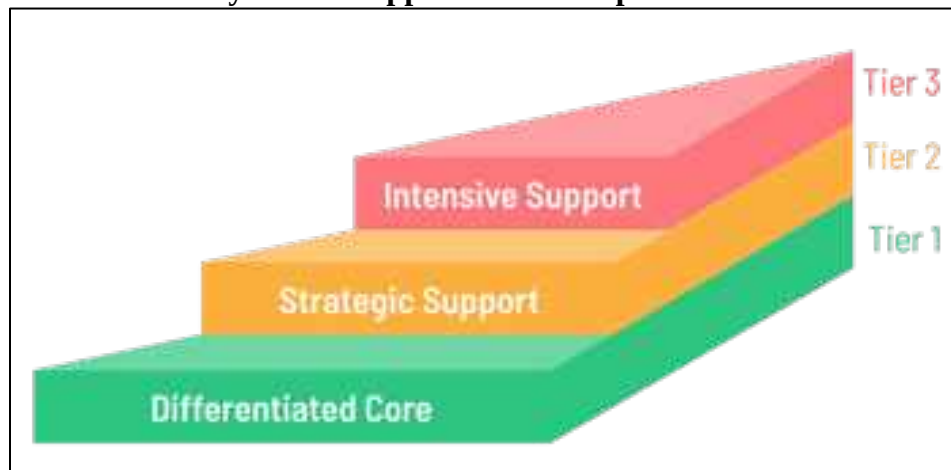
To identify and support academically low-achieving students, Mission Academy uses a referral system grounded in data and relational practices. All students complete NWEA MAP assessments in reading and math twice yearly, providing staff with real-time diagnostic data that informs course placement, instructional differentiation, and post-secondary planning. These assessment results are discussed with families during twice-yearly conferences and guide ongoing teacher-student interactions. Teachers also use real-time data within the learning management system (LMS) to monitor student logins, assignment completion, and progress, enabling responsive interventions the moment students begin to struggle. There is no need to “wait” for students to attend a meeting or physically attend an appointment; Advisers and teachers can see who is and isn’t engaging in real time. Through consistent monitoring and outreach, staff ensure that students who might not initially seek help are encouraged to engage with available supports, including tutoring, office hours, and personalized check-ins.

Additionally, instruction is purposefully differentiated to meet a wide range of learning needs. Assignments can be adjusted for reading level or student choice, and embedded LTI tools within the LMS promote comprehension and engagement. Teachers adapt learning materials whether students have formal accommodations or not, ensuring equity in instructional access. For students requiring foundational support in mathematics, a Pre-Algebra course is available as a bridge to Algebra I and web-based intervention modules for reading and mathematics are being implemented.

A. Multi-Tiered Systems of Support (MTSS)

A cornerstone of our intervention process is the California Multi-Tiered Systems of Support (MTSS) framework, a comprehensive framework that promotes academic, behavioral, and social-emotional success for all students through a whole-child approach. Grounded in inclusive practices and equity, MTSS integrates high-quality instruction, data-driven decision making, and targeted interventions within a tiered support system. At Mission Academy, all students receive universal supports (Tier 1) including individualized guidance from both Academic Advisors and Highly Qualified Teachers (HQTs). These relationships are supplemented by regular check-ins, synchronous instruction opportunities, workshops, and staff trained in executive functioning and trauma-informed practices, creating a nurturing yet high-expectation environment. Those needing additional support to access curriculum or engage with the school are provided targeted (Tier 2) or intensive individualized interventions (Tier 3). The framework emphasizes ongoing progress monitoring and collaboration among educators, families, and community partners to ensure every student can thrive in a supportive and responsive learning environment. An MTSS committee—including the SRS team, Parent Liaison, Social Worker, and Student Services Coordinator—meets regularly to review student data and coordinate additional supports. Tier 2 and Tier 3 interventions are provided when necessary, while Tier 1 supports continue throughout the intervention process. See **Figure A.5** below. For more information on MTSS, refer to section G in the “Implementation” section of this charter.

Figure A.5. Multi-Tiered System of Supports Visual Representation



B. Student Retention Specialists (SRS)

Student Retention Specialists (SRS) provide highly flexible and personalized Tier 2 and/or Tier 3 interventions. Drawing on attendance, engagement metrics, and staff referrals, they offer support any day a student is active in the program. Whether helping a student re-establish routines, resolve technology issues, or navigate life responsibilities like caregiving or part-time work, the SRS team ensures that each student receives practical and timely support. Providers also coach students on communication and self-advocacy, encouraging them to reach out for help, advocate for accommodations, and maintain consistent engagement. Students are monitored for several Learning Periods after an intervention takes place.

Beyond academics, Mission Academy recognizes the essential role of family and community in student success and early intervention. Families receive digital report cards, can observe student progress directly through LMS access, and engage in multi-modal communication through group texts, messaging apps, and scheduled conferences. An annual parent-student-staff survey informs school improvement efforts and instructional adjustments, while tools like the PCG Resource Hub and Parent University offer additional family-facing resources.

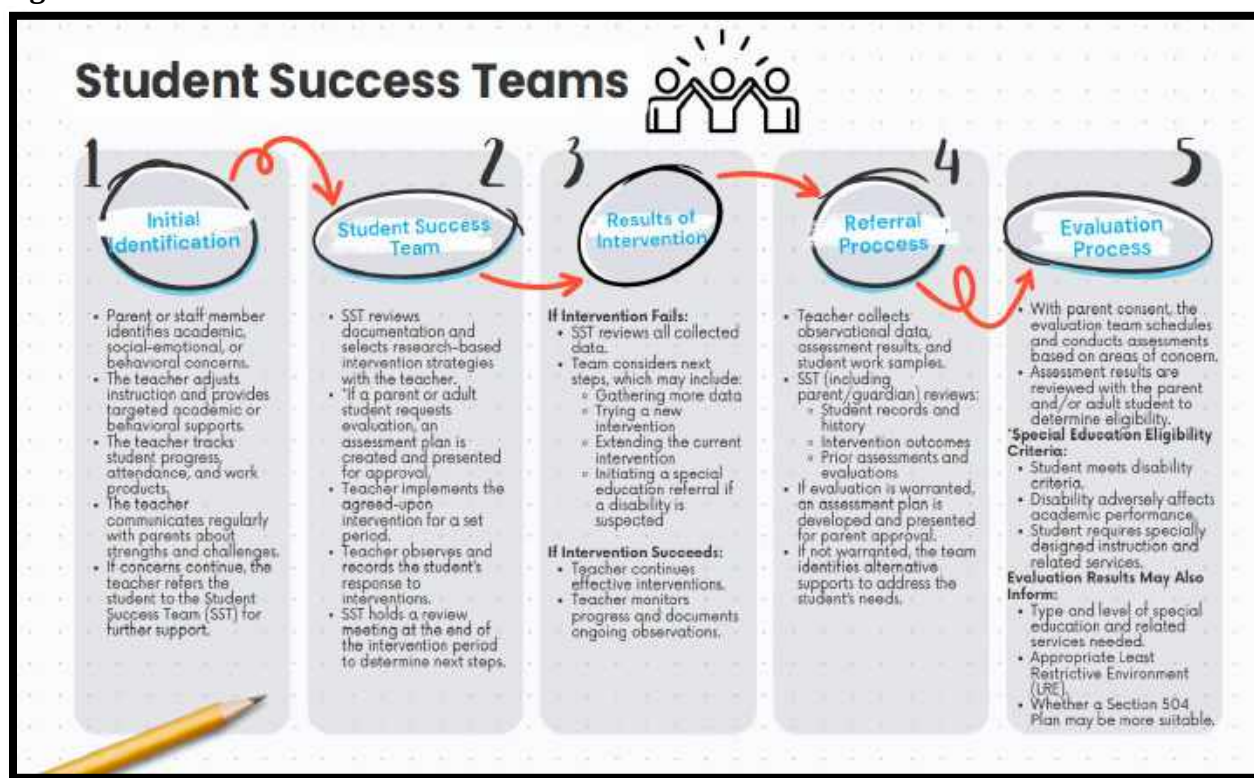
Student growth and success from interventions are evident not only in metrics like graduation, retention, and re-matriculation to district schools, but also in the personal narratives students share—particularly during the school’s twice-yearly in-person graduation ceremonies. These testimonies highlight the life-changing impact of Mission Academy’s interventions and reinforce the school’s belief in the potential of every student, regardless of their starting point.

In short, Mission Academy’s approach to supporting academically low-achieving students is comprehensive, relational, and deeply responsive. Through intentional design and unwavering support, the school creates a pathway for students to re-engage, accelerate academically, and develop the confidence and skills necessary for lifelong success.

C. Student Success Teams (SSTs)

At any time in the intervention process, the school may utilize Student Success Teams (SSTs) to determine if more specific or intensive interventions are necessary. SSTs serve as a collaborative, problem-solving group designed to support students who are experiencing academic, behavioral, attendance, or social-emotional challenges. The primary purpose of the SST is to identify barriers to student success and develop a coordinated intervention plan tailored to each student’s needs. SSTs typically include teachers, counselors, special education staff (if applicable), administrators, and sometimes nurses or psychologists. This multi-perspective approach ensures that a wide range of student needs are considered holistically. SST meetings generate formal documentation of concerns, goals, and agreed-upon interventions. The team monitors progress over time and adjusts supports as needed. At times, formal services may be determined, as per the directive of an IEP or a Section 504 plan. In some instances, SST virtual meetings eventually lead to evaluation of suspected disabilities. Often the SST serves as a remedy for student success by providing early identification of issues and individualized support. **Figure A.6** below describes the SST process as well as the different layers of intervention available to support students.

Figure A.6: Student Success Team Process



10. PLAN FOR ACADEMICALLY HIGH-ACHIEVING STUDENTS

At Mission Academy, students complete the NWEA MAP diagnostic assessment upon enrollment, allowing staff to identify each learner's current proficiency levels and guide appropriate academic placement. For academically high-achieving students, this data serves as a foundation for developing a Personalized Learning Plan (PLP) that reflects not only academic strengths but also college and career aspirations. These plans are co-developed with teachers to incorporate rigorous coursework, enrichment opportunities, and individualized academic goals. Higher-performing students are encouraged to pursue academic challenges that stretch their capabilities—whether through acceleration, or strategic skill refinement—ensuring they continue to grow and remain engaged in their education. The PLP process also emphasizes student agency, helping learners strengthen executive functioning skills like self-monitoring, goal setting, and reflective practice, all while expressing their learning in diverse and creative formats.

All students at Mission Academy benefit from this personalized, student-centered approach; however, the level of academic rigor and complexity is thoughtfully tailored to each learner's needs. High-achieving students have access to dual enrollment opportunities with local community colleges, giving them the chance to earn college credit while still in high school.

Instruction in courses is designed to be flexible and responsive—delivered through one-on-one coaching, collaboration with the HQT and asynchronous online formats—empowering students to choose how and when they learn best. This autonomy extends to pacing, allowing students to progress more quickly through material or engage in multiple courses simultaneously. Teachers

and students collaboratively revisit the PLP each month, analyzing data, celebrating achievements, and updating goals to ensure the learning plan remains aligned with the student’s evolving interests and ambitions.

To further support academic excellence and post-secondary readiness, students are encouraged to participate in nationally recognized assessments such as the PSAT, or SAT. These experiences help them build confidence in navigating college-level expectations and expand their exposure to advanced content and environments. Mission Academy offers robust academic support systems—including access to highly qualified teachers, real-time feedback, and virtual tutoring outside school hours—ensuring that even the most advanced learners are challenged, supported, and prepared for future academic and career success. Students are supported in developing self-regulation skills, expressing their learning in multiple ways, and utilizing executive functioning strategies such as monitoring their own progress and setting meaningful goals.

Several students at Mission Academy have graduated early or gone on to four-year universities and college programs. We continue to increase our dual enrollment opportunities and participation, as well as our A-G course completion and university acceptance to support all students.

11. PLAN FOR MULTILINGUAL LEARNERS

Mission Academy meets all applicable legal requirements for Multilingual learners (MLs), including long-term English learners (LTELs) or English learners (ELs) at risk of becoming long-term English learners. This includes annual notification to parents, student identification, placement, instructional program options, integrated and designated English Language Development (ELD) instruction, and core content instruction, teacher qualifications and training, re-classification to Fluent English Proficient (R-FEP) status, monitoring and evaluating program effectiveness, and standardized testing requirements. Mission Academy has policies in place to ensure proper placement, evaluation, and communication regarding MLs and the rights of students and parents. Mission Academy follows the California English Learner Roadmap, approved by the State Board of Education, as part of the fabric in serving MLs. A copy of Mission Academy’s Multilingual Learner Master Plan is included in **Exhibit O**.

A. Student Identification and Assessment

Each student enrolled must be formally identified as either a native English Only (EO) speaker, an English Learner (EL), an Initial Fluent English Proficient (I-FEP), or as a Reclassified Fluent English Proficient (R-FEP) student. State regulations require that if the student’s Home Language Survey indicates that a language other than English is used at home, the student’s English Language Proficiency level must be assessed within 30 calendar days of initial enrollment. A student that is new to the state or country will be assessed to determine initial English proficiency with the state required assessment, English Language Proficiency Assessments for California (ELPAC). The students’ overall score will identify them as I-FEP or EL. Mission Academy notifies all parents of its responsibility for ELPAC testing within 30 days of testing. The ELPAC is used to fulfill applicable requirements under the Elementary and Secondary Education Act, as reauthorized by the Every Student Succeeds Act, for annual English proficiency testing.

B. Instructional Program Options

Mission Academy provides various program options for MLs to help them develop English Language Proficiency and achieve academic success. The school understands that students can achieve this goal through well-designed, rigorous, standards-based programs that allow students to access the full curriculum while also learning English.

The English Language Mainstream (ELM) program supports students' continued progress linguistically and academically toward meeting content and proficiency-level ELD standards. Structured English Immersion (SEI) focuses on students acquiring English language skills and accessing core content so that MLs can succeed in the English Language Mainstream program. The Newcomer program with primary language support provides MLs with an intensive English acquisition program while they learn about their new school environment, culture, and country.

At Mission Academy, MLs take designated ELD courses that correspond to their English proficiency levels (see table, below). The California ELD standards are addressed throughout Mission Academy's ELD courses as follows: integrate reading, writing, speaking, listening, and language as communicated in the key themes of meaning-making, language development, effective expression, content knowledge, and foundational skills. Multilingual learners at all stages participate in intellectually challenging literacy and disciplinary literacy assignments while progressing through the continuum of English language development. These courses encourage students to use language in meaningful and relevant ways and focus on using the 2012 ELD standards in tandem with state-approved standards in English language arts, mathematics, science, social science, and the arts. Students continue to receive English language development services until they meet the reclassification criteria and are re-designated as fluent English proficient.

Students with disabilities will receive equal access to ELD instruction and support as their peers without IEPs. When a student qualifies for special education services, the IEP team will determine language and developmentally appropriate goals and objectives based on the student's needs. The student's IEP will include goals addressing ELD, as well as accommodations and modifications to support access to content areas.

Grades 6-12 English Language Development Course Placement Guide

Newcomers	Students who are learning a new language develop metacognitive awareness of what language is and how it is used. They utilize this awareness in their language learning strategies and draw upon the knowledge of their native language in the process.		
Initial ELPAC Level	Lexile Range	ELA/ELD and Intervention Courses	Details
Grade 6-8			
Level 1 or Novice	BR-300L	Burlington English A	Burlington English A builds foundational communication skills through leveled, real-world instruction in all four language domains, digital literacy, and life skills.

Level 1 or Novice	BR - 400L	Burlington English B	Burlington English B advances communication skills with a focus on vocabulary, grammar, and applying language in academic, professional, social, and civic contexts.
Grades 9-12			
Level 1 or Novice	BR-300L	Burlington English A	Burlington English A builds foundational communication skills through leveled, real-world instruction in all four language domains, digital literacy, and life skills.
Level 1 or Novice	BR - 400L	Burlington English B	Burlington English B advances communication skills with a focus on vocabulary, grammar, and applying language in academic, professional, social, and civic contexts.
These courses focus extensively on developing and utilizing fundamental literacy skills. Such skills involve understanding print concepts, phonological awareness, phonics, word recognition, and fluency.			

Emerging	Students who enter the emerging level require more receptive and expressive English skills. As they advance through this level, they can complete a broader range of communication tasks using learned words and phrases with greater ease.		
ELPAC Level	Lexile Range	ELA/ELD and Intervention Courses	Details
Grades 6-8			
Level 1-4	100 – 1300+L	Applied English Language & Communication	This course develops academic English across all four domains through five structured modules, targeting each student's ELPAC level and IELDP to build skills for college and career success.
Level 1 or Novice	BR-400L	ELD 1 Language Tree	The course includes online assessments and lessons based on standards, oral practice, built-in interventions, and an acculturation module to support social-emotional development.
Grades 9-12			
Level 1-4	100 – 1300+L	Applied English Language & Communication	This course develops academic English across all four domains through five structured modules, targeting each student's ELPAC level and IELDP to build skills for college and career success.
Level 1 or Novice	BR-400L	ELD 1 Language Tree	The course includes online assessments and lessons based on standards, oral practice, built-in interventions, and an acculturation module to support social-emotional development.

Expanding (Low)	Students who enter the expanding level can use English to learn and communicate about various topics and academic subjects. They start to modify phrases and sentences they have learned in English to better suit their immediate communication and learning needs.		
ELPAC Level	Lexile Range	ELA/ELD and Intervention Courses	Details
Grades 6-8			
Level 1-4	100 – 1300+L	Applied English Language & Communication	This course develops academic English across all four domains through five structured modules, targeting each student's ELPAC level and IELDP to build skills for college and career success.
Level 2	400L-800L	ELD 2 Language Tree	The course includes online assessments and lessons based on standards, oral practice, built-in interventions, and an acculturation module to support social-emotional development.
Grades 9-12			
Level 1-4	100 – 1300+L	Applied English Language & Communication	This course develops academic English across all four domains through five structured modules, targeting each student's ELPAC level and IELDP to build skills for college and career success.
Level 2	400L-800L	ELD 2 Language Tree	The course includes online assessments and lessons based on standards, oral practice, built-in interventions, and an acculturation module to support social-emotional development.

Expanding (High)	Students are working toward engaging in English more effectively in more complex, cognitively demanding situations. After exiting the expanding level, students will be able to learn and communicate about various topics and academic content areas.		
ELPAC Level	Lexile Range	ELA/ELD and Intervention Courses	Details
Grades 6-8			
Level 1-4	100-1300+L	Applied English Language & Communication	This course develops academic English across all four domains through five structured modules, targeting each student's ELPAC level and IELDP to build skills for college and career success.
Level 3	400L-800L	ELD 2 Language Tree	The course includes online assessments and lessons based on standards, oral practice, built-in interventions, and an acculturation module to support social-emotional development.
Level 3	600L-800L	Lighthouse ELD Level 3	This course supports Level 3 English Learners with targeted coaching, skill-building, and feedback across all four language domains to build proficiency and move toward reclassification.

Grades 9-12			
Level 3	400L-800L	ELD 2 Language Tree	The course includes online assessments and lessons based on standards, oral practice, built-in interventions, and an acculturation module to support social-emotional development.
Level 3	600L-800L	Lighthouse ELD Level 3	This course supports Level 3 English Learners with targeted coaching, skill-building, and feedback across all four language domains to build proficiency and move toward reclassification.

Bridging	Students at the bridging level are continuing to improve their communication skills in various social and academic settings by adapting to different tasks, purposes, and audiences. They are working towards enhancing their English language abilities in a wider range of contexts.		
ELPAC Level	Lexile Range	ELA/ELD and Intervention Courses	Details
Grades 6-8			
Levels 4, 3 or 2 <i>(with demonstrated growth)</i>	Grade Span	Language Arts 6-8	Students will analyze the literary elements of point of view and conflict in literature. They will also study the features and techniques of persuasive writing, evaluate the use of conflict in informational texts, learn about the main characteristics of public speaking, deliver a persuasive speech, investigate the theme of identity in literature, and read novels to explore various literary elements.
	6 th 610L-800L		
	7 th 810L-1000L		
	8 th 1010L-1200L		
Grades 9-12			
Levels 4, 3 or 2 <i>(with demonstrated growth)</i>	400-1000L+	Core English 9-12	English courses 9-12 focus on literary analysis, persuasive writing, public speaking, informational texts, and exploring themes like identity through novels to explore various literary elements.
Students at the bridging level are prepared for the reclassification process. The criteria for reclassification include achieving an overall PL 4 score on the ELPAC (PL 3 or higher for the Alternate ELPAC), a Lexile Range of 850L or higher, or a recent CAASPP ELA score of “standard nearly met” or higher, as well as earning a grade of “C” or higher in an ELA/ELD course.			

C. English Language Development Instruction

Focusing on the goals throughout the 2014 CA ELA/ELD Framework, teachers embrace the values for educating students learning English as a second language. These principles are valuing language and culture as assets, ensuring equity in intellectual richness, building content knowledge and language in tandem, attending to specific language learning needs, integrating domains of communication, providing appropriate scaffolding, evaluating progress appropriately, and sharing the responsibility of MLs.

Designated ELD instruction follows a scope and sequence of language skills to ensure that students learn English within a reasonable amount of time. Teachers use the 2012 California ELD standards that build into instruction to develop students' English language skills and abilities needed for content learning in English. It is designed to teach students at their English proficiency levels so that instruction is differentiated to meet students' needs. Designated ELD instruction highlights the development of oral language skills and abilities using academic language.

Integrated ELD instruction provides students with access to the content in all core courses through the organized and planned use of Specifically Designed Academic Instruction in English (SDAIE) techniques. It also develops students' linguistic development in core courses by teaching academic language. Teachers who instruct MLs use the California ELD standards in tandem with California content standards to support their students' linguistic and academic progress.

Mission Academy's ELD program is infused with many designated and integrated ELD instructional strategies focused on students reading, writing, listening, and speaking development. The methods include, but are not limited to, the following: differentiation for all students, activating and linking prior knowledge, key academic language and content vocabulary development, speech appropriate for students' ELP, using mnemonics, predicting and inferring, summarizing and synthesizing, verbal and non-verbal cues, instructional scaffolding, procedural scaffolding, verbal scaffolding, paraphrasing, graphic organizers, sentence stems, models and visuals, questioning techniques, wait time for student responses, student grouping, use of manipulatives, native language support, informal and formal assessment.

D. Long-Term English Learners

There are many factors contributing to a student becoming a Long-Term English Learner (LTEL). These factors could result from brief ELD support, high mobility, frequent absenteeism, partial access to the content curriculum, unidentified learning disabilities and/or socio-emotional issues. At Mission Academy, the staff creates a success plan for every student including LTELs. This plan reviews a student's academic skills, courses completed, social emotional issues and level of English proficiency. Once the LTEL's plan is in place, a student is enrolled in an ELD course depending on where they need targeted support as identified in their individual assessments. The student receives one-on-one support with the teacher and tutoring on a weekly basis. Mission Academy provides ELPAC test preparation for the student. The LTEL also receives academic language support from an ELD team member to support the student with acquiring the English language.

E. Intervention

When MLs are not making adequate progress toward mastery of the California ELD standards, the teacher makes modifications to the course instruction to meet the student's learning needs. The student is also provided with extended learning opportunities and interventions such as virtual:

- Tutoring
- Supplemental instruction
- Linguistic Accommodations
- 1:1 Counseling

- Small Group Instruction (SGI)
- Technology Integration
- Sheltered Instruction (SIOP Model)

F. Reclassification/Redesignation

Multilingual learners are reclassified/redesignated as fluent English proficient when they can comprehend, speak, read and write well enough to receive instruction in the mainstream program and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the mainstream course of study (Education Code Section 52164.6).

Mission Academy board-adopted reclassification criteria follow guidance from the CDE as demonstrated in the chart below.

Board Approved Reclassification Criteria	Data/Documents Reviewed										
1. Assessment of English Language Proficiency on the English Language Proficiency Assessment for California (ELPAC) or Summative Alternate ELPAC test for students with the most significant cognitive disabilities. (EC § 313(d)(1); 5 CCR § 11303(a))	• Student performance on the Summative ELPAC is an overall score of PL 4 • Student performance on the Summative Alternate ELPAC is an overall score of PL 3										
2. Teacher evaluation that includes, but is not limited to, the pupil's academic performance. (EC § 313(d)(2); 5 CCR § 11303(b))	Student grade records must display a "C" or higher grade in either their English or English Language Development course.										
3. Parent opinion and consultation. (EC § 313(d) (3); 5 CCR § 11303(c).)	Acknowledgement by the parent or guardian that their student has demonstrated English language proficiency and meets the criteria for reclassification.										
4. Comparison of student performance in basic skills against an empirically established range of performance in basic skills of English proficient students of the same age. (EC § 313(d)(4); 5 CCR § 11303(d))	Student performance on the NWEA MAP assessment in Reading <table border="1"> <thead> <tr> <th>Grade Level</th><th>Lexile Range</th></tr> </thead> <tbody> <tr> <td>9-12</td><td>850L or higher</td></tr> <tr> <td>8</td><td>790L or Above</td></tr> <tr> <td>7</td><td>770L or Above</td></tr> <tr> <td>6</td><td>730L or Above</td></tr> </tbody> </table> Or Student performance Nearly Met or Higher on CAASPP ELA with a score of Standard	Grade Level	Lexile Range	9-12	850L or higher	8	790L or Above	7	770L or Above	6	730L or Above
Grade Level	Lexile Range										
9-12	850L or higher										
8	790L or Above										
7	770L or Above										
6	730L or Above										

The Special Education team will follow the general education reclassification process for students with IEPs who are instructed using the general education curriculum with accommodations and/or modifications.

If a student does not meet reclassification criteria within the expected timeframe due to their disability, the IEP team may determine an alternative reclassification process. This alternative process is specifically designed for students with moderate to severe disabilities whose IEP teams have determined they are unable to participate in the ELPAC.

Mission Academy takes the responsibility of monitoring the progress of reclassified students very seriously. This monitoring continues for a minimum of four years, per state and federal law, after a student's reclassification. Annually, the school compiles a list of reclassified students who require this monitoring and review of their performance on achievement and performance measures. If a student begins to fall behind on measures of achievement related to grade-level standards, the school will develop an intervention plan for the student.

G. Monitoring and Evaluating the Core Program

To evaluate program effectiveness, Mission Academy regularly examines program results including reports of student academic achievement, student progress towards proficiency in English, and the progress of students who have been reclassified/re-designated as fluent English proficient. The program is modified as needed to help ensure language and academic success for each ML. Mission Academy annually reports these findings to the Board and also provides the Board with regular reports from any school-wide ELAC virtual meetings.

Under the leadership of the principal, the ML team works with educational partners to provide data and tools to support the success of students. The team meets regularly to discuss topics related to the implementation of programs for MLs. During these meetings, the team:

1. Reviews strategies, ideas, and suggestions for Multilingual learner programs.
2. Evaluates practices, resources, and personnel to ensure effective implementation of instructional programs for MLs.
3. Reviews data on the performance of ML.
4. Ensures clear communication within the school to improve instructional programs for students achieving English fluency.

Mission Academy consistently monitors the implementation of ML programs to ensure they are effective and based on research. The purpose is to confirm that the programs continue to be effective for students. The monitoring process is designed to:

- Assess the effectiveness of programs, services, and procedures in supporting students' linguistic and academic success, including their readiness for college and careers.
- Encourage the participation of all educational partners in the planning, implementation, and evaluation of activities.
- Ensure that program evaluation is a crucial aspect of school improvement.
- Serve as a foundation for reviewing and modifying the Plan for MLs.

Figure A.7 below demonstrates the 2024 English Language Progress Indicator (ELPI) for Mission Academy, Acton-Agua Dulce Unified School District, and the state of California. The ELPI shows the progress current English learners are making toward English language proficiency or

maintaining at the highest performance level. Mission Academy’s current ELPI status level is "Low" to which only 33.3% of EL students are making progress towards English Language Proficiency. Mission Academy recognizes that it needs to devote more time to its EL program in order to raise the ELPI; therefore, Mission Academy continues to work with its EL teachers on providing further support and intervention to EL students.

Figure A.7. 2024 English Language Progress Indicator (ELPI) for Mission Academy, Acton-Agua Dulce Unified School District and the state of California

State of California	Acton-Agua Dulce Unified School District	Mission Academy
45.7% Making Progress Declined 3%	39.8% Making Progress Declined 4.6%	33.3% Making Progress Declined 9.2%

Source: <https://www.caschooldashboard.org/> (2024)

The analysis of data assists the school in determining strengths and areas of improvement with program implementation. Reports identifying progress toward proficiency goals are provided to assist the staff in identifying students in need of more support. Teachers and department teams use the data to monitor program implementation. Annual improvement objectives and timelines are then established.

H. Qualified Teachers and Professional Learning

At Mission Academy, MLs have access to a high-quality education delivered by teachers who possess specialized knowledge and skills in English Language Development (ELD) and specially designed academic instruction in English. Teachers who provide ELD instruction or core curriculum access for English learners meet rigorous qualifications, holding either a Commission on Teacher Credentialing authorization for English learners or, when applicable, a bilingual authorization (BCLAD or comparable credential). Instructional practices for English learners are grounded in research-based methodologies, including the use of Specially Designed Academic Instruction in English (SDAIE) techniques and, where appropriate, the Sheltered Instruction Observation Protocol (SIOP) model. These approaches ensure that students develop academic English proficiency while simultaneously mastering grade-level content through scaffolded, engaging, and differentiated instruction.

Professional learning for educators at Mission Academy is designed to deepen teachers’ expertise in supporting multilingual learners by building upon students’ linguistic and cultural assets. Training efforts focus on the following areas:

- Implementation of ELD standards;
- Differentiation of instruction and use of targeted support materials;
- Administration and analysis of language proficiency assessments;
- Delivery of Designated ELD instruction;
- Integration of ELD strategies into core academic instruction (Integrated ELD);
- Use of Specially Designed Academic Instruction in English (SDAIE) techniques;
- Strategies to promote meaningful parent engagement.

Through a combination of specialized teacher preparation, ongoing professional development, and research-based instructional practices, Mission Academy ensures that MLs are equipped to achieve academic success while developing the language skills necessary for college, career, and civic life.

I. English Learner Advisory Committee (ELAC)

The English Learner Advisory Committee (ELAC) is a school-level committee comprised of parents, staff, and community members designated to advise Mission Academy's leadership on Multilingual learner programs and services. The ELAC provides valuable input and advice on school decisions and use of funding sources devoted to their students. Agendas are posted on the school website 72 hours in advance of virtual meetings.

1. ELAC members will be given materials in their home language.
2. The ELAC makes recommendations to the principal and staff on programs and services for MLs using academic performance measures.
3. The ELAC will assist the school in the development or review of:
 - a. Local Control and Accountability Plan (LCAP).
 - b. School's needs assessment.
 - c. School's annual language census.
 - d. Communication strategies regarding the importance of regular school attendance.
 - e. Approaches to meet the social and academic needs of MLs.
 - f. Strategies to improve communication with the parents and community.
4. The ELAC maintains recorded meeting minutes and agendas.
5. The Principal and the ML team will annually review the implementation of ELAC to ensure that all requirements are met by the school.
6. The school encourages parents of MLs to consider participation in the ELAC.

12. PLAN FOR SERVING STUDENTS WITH DISABILITIES

A. Overview

Mission Academy is a member of the El Dorado County Charter Special Education Local Plan Area (SELPA), a statewide charter-only SELPA, and is categorized as a local education agency (LEA) of the El Dorado County Charter SELPA in conformity with Education Code Section 47641(a). A Letter of Good Standing with from the El Dorado County Charter SELPA is attached in **Exhibit Q**.

Mission Academy provides special education instruction and related services for students with disabilities in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA. Mission Academy follows SELPA policies and procedures and utilizes SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints and maintaining the confidentiality of pupil records.

For any student with special education and/or related services on their IEP for which Mission Academy does not currently have appropriately credentialed staff or continuum of programs and

services, Mission Academy will seek to hire additional properly credentialed staff to provide those services or will outsource to another LEA or will contract with a CDE certified Non Public Agency (NPA) to ensure that the services listed on the IEP are met.

All students have access to Mission Academy and no student is denied admission to Mission Academy due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services. Students at Mission Academy are not identified until after the enrollment process is complete in accordance with Education Code Section 47605(e)(4)(B).

The specific manner in which special education and related services are provided and funded is set forth in a Memorandum of Understanding (MOU), which delineates the respective responsibilities of Mission Academy and the El Dorado County Charter SELPA. The MOU includes provisions related to staffing, notification and coordination of special education services, identification and referral (child find), assessments, IEP virtual meetings, development and implementation, student placement, complaint procedures, and due process hearings. Mission Academy is subject to the allocation plan of the El Dorado County Charter SELPA (see **Exhibit R**). A copy of the MOU is available upon request.

B. Section 504 of the Rehabilitation Act

Mission Academy is solely responsible for its compliance with Section 504 and the Americans with Disabilities Act (ADA).

Mission Academy recognizes its legal responsibility to ensure that no person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of Mission Academy. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

Mission Academy provides a free appropriate public education (FAPE) to students enrolled at the school and who are classified as disabled under Section 504 of the Federal Rehabilitation Act of 1973. Such students receive general or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of nondisabled students are met.

The Principal or designee ensures school compliance with law, including providing the students and their parents/guardians with applicable procedural safeguards and required notifications. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specified in the "Procedural Safeguards" section of the accompanying administrative regulation. The Principal or designee assembles a team and develops a 504 Plan detailing the provision of supports.

Parents/guardians or adult students receive a copy of the 504 Plan. A copy of the 504 Plan is maintained in the student's file and the contents related to ensuring FAPE are shared with

instructional staff. Each student's 504 Plan is reviewed at least once per year to determine the appropriateness of the plan, needed modifications to the plan, and continued eligibility.

In addition, qualified students with disabilities are provided an equal opportunity to participate in programs and activities that are integral components of Mission Academy's basic education program, including, but not limited to, extracurricular events, and/or other nonacademic activities.

C. Individuals with Disabilities in Education Act ("IDEA")

Mission Academy functions as an independent local educational agency for purposes of providing special education instruction and related services under the IDEA pursuant to Education Code Section 47641(a) and receives state and federal revenues directly. Mission Academy is a member of the El Dorado County Charter SELPA and as such, abides by all applicable policies and practices of the SELPA including seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records. The specific manner in which special education and related services is provided and funded is set forth in an MOU with the SELPA, delineating the respective responsibilities of Mission Academy and the SELPA. A copy of the MOU shall be presented to the District upon request.

Staffing

Special education instruction and related services are provided internally by appropriately credentialed staff. All required itinerant special education services not provided by appropriately credentialed internal staff are provided by California certified Non-Public Agencies (NPA). Charter School staff participates in SELPA and annual faculty in-service training relating to special education.

Mission Academy is responsible for the hiring, training, and employment of school staff necessary to provide special education services to its students, including, without limitation, education specialists and paraprofessionals or for contracting, through private agencies or independent contractors or vendors certified with the State of California as NPA, for related services such as speech or occupational therapy delivered by itinerant staff.

Notification and Coordination

Mission Academy follows SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. Mission Academy has adopted and implemented policies relating to all special education issues and referrals.

Identification and Referral

Mission Academy follows federal and SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Continuum of Services

Mission Academy's education program meets the needs of each student with a disability by being prepared to offer a continuum of special education services in the least restrictive environment (LRE) to students who meet the criteria for these services within a broad range of qualifying disabilities. While identical replication of a program cannot always be accomplished, Mission Academy makes all efforts to replicate the IEP of an already identified student with a disability who transfers to Mission Academy. In these circumstances, we create an appropriate and comparable program by identifying support mechanisms and accommodations for each student with special needs.

Most Mission Academy students who require special education services are successful with resource support for specialized academic instruction (SAI), but we have options available at each setting in the continuum of services. Mission Academy employs tutors and paraprofessionals to support teaching staff and students. Mission Academy is mindful of our ability to adjust a program by increasing or decreasing support to meet student needs. When a student's needs are more involved, through the IEP team process, Mission Academy considers and identifies the most appropriate supports and placement including options such as, but not limited to, home/hospital, non-public schools (NPS), or residential treatment centers (RTC). As required by AB 1172 (2019), Mission Academy conducts monitoring visits of NPSs and RTCs both prior to placement and periodically while a student is placed.

Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. Mission Academy determines what assessments, if any, are necessary and arranges for such assessments for referred or eligible students in accordance with applicable law. Mission Academy obtains parent/guardian consent to assess students.

Virtual IEP meetings

Mission Academy arranges and provides the necessary notice for virtual Individualized Education Program ("IEP") meetings. IEP team membership complies with state and federal law. Mission Academy is responsible for having the following individuals in attendance at virtual IEP meetings: the school administrator and/or Mission Academy designated representative with appropriate administrative authority as required by the IDEA; the parent(s); the student's special education teacher; a general education teacher; the student, if appropriate; and related service providers where appropriate. Parents/guardians or adult students are provided a copy of the IEP and notice of parental rights. The IEP is reviewed annually and/or triennially following state and federal timelines.

IEP Development

Mission Academy understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education are the decision of the IEP team, pursuant to the IEP process. Programs, services and placements are provided to all eligible students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law. Parent or adult student consent must be obtained in order to provide and implement the IEP in areas such as, but not limited to, services, placement, and assessment.

IEP Implementation

Mission Academy is responsible for providing all services, accommodations, and modifications as described in the IEPs of students receiving special education services. As part of this responsibility, Mission Academy provides parents or adult students with timely reports of student's progress as provided in the student's IEP at least as frequently as report cards are provided for Mission Academy's students without IEP's. Mission Academy also provides all curriculum, materials, modifications, and assistive technology needed to support students with disabilities.

Interim and Initial Placements of New Charter School Students

Mission Academy complies with Education Code Section 56325 regarding students transferring into Mission Academy within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in Mission Academy from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, Mission Academy shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time Mission Academy shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into Mission Academy from a district operated program under the same SELPA of Mission Academy within the same academic year, Mission Academy shall continue, without delay, to provide services comparable to those described in the existing approved IEP. However, the parent/adult student and Mission Academy may agree to develop, adopt, and implement a new IEP that is consistent with federal and state law in some circumstances.

For students transferring to Mission Academy with an IEP from outside of California during the same academic year, Mission Academy shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, or adult student, until Mission Academy conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by Mission Academy, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

Mission Academy is solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used for students with disabilities who are enrolled in Mission Academy and require such services as determined by the IEP team. NPAs/NPSs are selected from the CDE certified list. As required by AB 1172 (2019), Mission Academy conducts monitoring visits of NPSs and RTCs both prior to placement and periodically while a student is placed.

Non-discrimination

It is understood and agreed that all children have access to Mission Academy and no student shall be denied admission nor counseled out of Mission Academy due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services or 504 Plan services.

Records, Notifications, CALPADS Reporting

Upon enrolling at Mission Academy and being identified as a student with a disability, special education records are requested from the previous district. The CALPADS Coordinator submits a student enrollment record (SENR) indicating enrollment at Mission Academy and the special education compliance staff submits a CALPADS transaction designating the student's SPED eligibility and student services record (SSRV) using information from SEIS. A CALPADS pending process of identification transaction is submitted for students undergoing initial evaluation for special education services.

Mission Academy complies with Education Code Section 47605(d)(3) and sends a notification letter to the district of residence within 30 days when a special education student leaves the charter before completing a diploma. The letter contains the student's last known address. When requested by the district of residence, a copy of the student's cumulative record is provided.

Parent/Guardian Concerns and Complaints

Mission Academy has adopted policies for responding to parental concerns or complaints related to special education services. Mission Academy receives any concerns raised by parents/guardians regarding related services and rights.

Mission Academy's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

Due Process Hearings

Mission Academy may initiate a due process hearing or request for mediation with respect to an enrolled student if it determines such action is legally necessary or advisable. In the event that the parents/guardians or adult student file for a due process hearing, or request mediation, Mission Academy shall defend the case.

SELPA Representation

Mission Academy shall represent itself at all SELPA meetings.

Funding

Mission Academy is subject to the allocation plan of the SELPA and receives special education funds directly from the El Dorado County Charter SELPA (see **Exhibit R**).

Mission Academy is responsible for any excess funds that are not covered by monies received from federal and state agencies for special education and related services.

ELEMENT B: MEASURABLE STUDENT OUTCOMES

Governing Law: The measurable pupil outcomes identified for use by the charter. “Pupil outcomes,” for purpose of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and aptitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. Education Code Section 47605(c)(5)(B).

Goals, Actions, and Measurable Pupil Outcomes Aligned with the Eight State Priorities

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), Mission Academy has established goals, actions, and measurable outcomes both school-wide and for each subgroup of pupils, which address and align with the Eight State Priorities identified in Education Code Section 52060(d).

A copy of Mission Academy’s most recently adopted Local Control and Accountability Plan (LCAP) is attached in **Exhibit P**. Currently, we are monitoring our students on a variety of local metrics, including, but not limited to, attendance rate, credit completion rate, and retention rate.

Mission Academy qualifies for Dashboard Alternative School Status (DASS), serving high school students who are typically at least one year behind, students who are no longer engaged in school, and adult students who are not able to enroll in a district program. Many of the state metrics that apply to traditional classroom-based schools do not apply to a dropout recovery program.

Mission Academy reports all required state metrics, even though there are state metrics that are not aligned with Mission Academy’s recovery program. The following chart details Mission Academy’s annual LCAP goals for all pupils in measuring numerically significant pupil subgroups per Education Code Section 52052(a), including English learners, socioeconomically disadvantaged pupils, pupils with disabilities, foster youth, and homeless youth. The chart describes the annual actions the school will take to achieve each of the goals. The goals, actions, and outcomes, as listed below, are reviewed and revised, as needed, on an annual basis as part of the LCAP process and as dictated by the state-adopted LCAP template. The LCAP document provides additional student group outcomes for key metrics listed in the Metrics and Outcomes section for each goal. The chart below provides only an overview for the All-student group.

LCAP GOALS and METRICS	STATE PRIORITY	EXPECTED OUTCOMES Year 3: 2026-2027
Goal #1: Increase Academic Progress	State Priority	Expected Outcomes
- Teachers are highly qualified - Teachers are appropriately assigned - Reading Lexile - Math Quantile - Average number of credits completed - English Learner reclassification rate - Progress on ELPI - DASS Graduation rate increases	- Priority 1 –required - Priority 1 –required - Priority 4 -local - Priority 4 -local - Priority 4 -local - Priority 4 -required - Priority 4 -required - Priority 5 -required	100% highly qualified 100% of teachers are appropriately assigned - Grow Lexile NWEA scores to 1050 - Grow Quantile NWEA scores to 1050 - Increase the average of credits completed to 4.0 - EL reclassification rate at or above state average each year. - Increase EL student progress, moderate growth 88% or above on CA Dashboard DASS Grad Rate
Specific Annual Actions to Achieve Goals		
Priority 1: Basic Services (Conditions of Learning) - MA will actively recruit and hire teachers who are highly qualified and support teachers in completing the credentialing process. - MA will conduct credential reviews as part of the teacher hiring process. - MA will annually review teaching assignments to ensure compliance. Priority 4: Pupil Achievement (Student Outcomes) - MA will provide tutoring and one-on-one support to students in completing their coursework in order to increase their credit completion rate. - CCSS-aligned ELA and mathematics instruction using integrated ELD and SDAIE instructional strategies to all students, including ELs. - Students will increase their scores on the NWEA over time. - MA will implement individualized plans, outlining the classes students will take to graduate from high school. - MA will identify ELs by proficiency level, provide ELD instruction aligned to the new standards, and monitor student progress in program implementation. Priority 5: Pupil Engagement (Engagement)		

LCAP GOALS and METRICS	STATE PRIORITY	EXPECTED OUTCOMES Year 3: 2026-2027
- MA will provide a safe, nurturing, and engaging learning environment for all students and families. Academic and socio-emotional support will be provided to address student needs. - MA will offer credit recovery classes and provide support to ensure a timely high school graduation. - MA will provide tutoring services to engage students in completing their credits toward graduation.		
Goal #2: Students will gain skills for college and career readiness	State Priority	Expected Outcomes
- Standards-aligned materials - Implement state academic standards and EL access - Statewide Assessments: - English Language Arts - Mathematics - Science - Percentage of students qualified as college/ career prepared - Percentage of students completing CTE courses and graduates completing pathway - Complete A-G courses – CSU and A-G and CTE pathway - Advanced Placement Rate (Not a match for a DASS school) - Early Assessment Program (Not a	- Priority 1 –required - Priority 2 –required - Priority 4 -required - Priority 4 -required - Priority 4 -required - Priority 8 -local - Priority 4 -required - Priority 4 -required - Priority 4 -required - Priority 4 -required	100% of pupils have access to materials - Increase, to full implementation and sustainability, 5.0. - Score 35% or higher meeting standards - Score 22% or higher meeting standards - Score 20% or higher meeting standards 15%- Prepared 10%- Approaching 100% CTE completion rate, N/A finishing CTE pathway - Increase rate to 5.0% and 0.5% with pathway - If a student passes, we will report it

LCAP GOALS and METRICS	STATE PRIORITY	EXPECTED OUTCOMES Year 3: 2026-2027
- match for a DASS school) • Access to a broad range of courses for all Special Ed, EL, LI, and FY • CA Dashboard English • CA Dashboard Mathematics	• Priority 7 -required • Priority 4 -required • Priority 4 -required	• If a student passes, we will report it • 100% of students will have access to courses • Orange or better on the CA Dashboard • Orange or better on the CA Dashboard
Specific Annual Actions to Achieve Goals		
Priority 1: Basic Services (Conditions of Learning) • MA will provide CCSS-aligned ELA and mathematics instruction using integrated ELD and SDAIE instructional strategies to ensure access to all students, including English learners. • MA has a process for improving standards-based materials so that all students have relevant and engaging curricula, including materials for English learners. Priority 2: State Standards Implementation (Conditions of Learning) • MA will provide CCSS-aligned ELA and math instruction using integrated ELD and SDAIE instructional strategies to all students, including ELs. • MA will annually review our implementation of standards-aligned instructional materials, using the CDE reflection tool. • MA will annually plan to ensure an adequate budget for instructional materials. Priority 4: Pupil Achievement (Student Outcomes) • MA will implement state assessments as required for the CAASPP in Math, ELA, and Science. Relevant coursework will support student performance. • MA will offer courses that meet A-G UC/CSU admission requirements. • MA will synthesize local school data, Dashboard results, and other state and federal accountability information into reports and regularly review progress toward targets. • MA will implement individual learning plans, outlining the classes students will take to graduate from school. • Tutors will be provided for students, including all sub-group students. • MA will provide additional support and interventions to all students, including Els. • Students interested in taking Advance Placement will be supported and those who can take the Early Assessment Program will be encouraged as well.		

LCAP GOALS and METRICS	STATE PRIORITY	EXPECTED OUTCOMES Year 3: 2026-2027
- MA will provide CTE courses so that all students, including foster youth, English learners, low-income, and exceptional needs students have coursework that promotes their workforce capacity. Priority 7: Course Access (Student Outcomes) - MA will review school information system data to ensure that each student has access to a broad course of study, as outlined in EC 51220, including foster youth, English learners, low-income, and exceptional needs students. - MA will review school information system data to ensure that all students, including foster youth, English learners, low-income, and exceptional needs students have access to programs and services. - MA will provide access to interventions for unduplicated pupils and pupils with exceptional needs. Priority 8: Other Pupil Outcomes (Student Outcomes) - Students are given college and/or CTE courses to improve their capacity for employment.		
Goal #3: Increase Student Retention	State Priority	Expected Outcomes
- School Success Rate (local graduation, retention, and rematriculation) - School Facilities rating - Retention rate - Attendance rate - Non-completer rate(dropout) - Suspension rate - Expulsion rate - Chronic Absenteeism (Not a match for a DASS high school)	- Priority 5 –local - Priority 1 –required - Priority 5 –local - Priority 5 -local - Priority 5 –local - Priority 5 -required - Priority 5 -required - Priority 5 -required	- Success rate is 80% or above - Exemplary rating for facilities on FIT Tool - Retention rate is 80% or above - Attendance rate over 90% - Non-completers less than 10% - Low suspension rate, Blue, 0% - Low expulsion rate, Blue, 0% - Will report if on Dashboard
Specific Annual Actions to Achieve Goals		
Priority 1: Basic Services (Conditions of Learning) - Although we are an online school, MA will conduct annual facility inspections to screen for safety hazards using FIT. - Daily general cleaning by custodial staff will maintain cleanliness.		

LCAP GOALS and METRICS	STATE PRIORITY	EXPECTED OUTCOMES Year 3: 2026-2027
Priority 5: Student Engagement (Engagement) - MA will provide a safe, nurturing, and engaging learning environment for all students and families. - Socio-emotional and academic support will be provided to address student needs. - The school has student retention specialists who work to improve student engagement. - MA will inform parents and students of attendance policies specified in the Student/Parent Handbook and encourage and support student attendance. - MA will implement incentives to promote good attendance and retention. - MA will hire staff who will assist with student retention and attendance with home visits and regular communication. This will improve the non-completer/drop-out rate. (The non-completer rate is an internal school tracking metric that is more actionable than annual data from CALPADS. We intend to use it in place of the one-year drop-out rate.) - MA will offer credit recovery coursework and provide support to ensure timely high school graduation. Priority 6: School Climate (Engagement) - MA will annually assess its suspension/expulsion policies and procedures and document and implement alternatives to suspension/expulsion. - Teachers will establish positive relationships and help create an atmosphere of trust, respect, and high expectations. - MA staff will acknowledge and encourage positive student behavior.		
Goal #4: Increase Educational Partner Engagement	State Priority	Expected Outcomes
- Parent feels engaged - Parent conferences, events, and activities are attended - Parent Advisory/ELPAC - Students feel safe - Students feel connected - Teachers feel safe - Teachers feel connected	- Priority 3 -required - Priority 3- local - Priority 3 -required - Priority 6 -required - Priority 6- required - Priority 6- local - Priority 6- local	- Increase to 90% favorable on annual school survey - Parent engagement will be above enrollment - Participation increases to 65+ +90% surveyed feel safe +90% students connected +90% favorable on survey +90% favorable on survey
Specific Annual Actions to Achieve Goals		
Priority 3: Parent Engagement (Engagement) MA engages parents in meaningful decision-making through the LCAP process and it is measured in the school family survey.		

LCAP GOALS and METRICS	STATE PRIORITY	EXPECTED OUTCOMES Year 3: 2026-2027
- MA will have an Parent Advisory Committee (PAC) and English Learner Advisory Committee (ELAC) and hold quarterly ELAC meetings. - MA will host parent activities/events, including Student/Parent Orientation, Awards, and Graduation. - MA will provide parents with transportation in order to participate in activities. - MA will communicate and engage with the parents of academically low-achieving students, as well as English Learners, low-income, foster youth, and special education. Priority 6: School Climate (Engagement) - Teachers will foster positive relationships and help create an atmosphere of trust, respect, and high expectations. - MA staff will acknowledge student accomplishments. - MA will annually administer school experience surveys to students, parents, and staff.		

ELEMENT C: METHODS OF ASSESSMENT AND OTHER USES OF DATA

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(c)(5)(C).

Mission Academy meets all state standards and conducts all pupil assessments required pursuant to Education Code Section 60605 and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. Mission Academy uses multiple measures to accurately determine student achievement, including attendance records, the degree of participation of the student, the student's attitude about school, academic performance, state standards and assessments, student and parental feedback.

As part of Mission Academy's process for continual improvement, staff analyze the Dashboard results and local data and determine appropriate courses of action in alignment with the requirements of the LCAP and School Improvement programs as articulated by the California Department of Education and State Board of Education. At different points in the year, Mission Academy reports out school performance and progress through the LCAP Annual Report, Dashboard results, and the School Accountability Report Card. Through virtual PAC/ELAC virtual meetings, parent virtual meetings, student virtual meetings and staff virtual meetings, Mission Academy monitors and shares results of school performance for all students, including English learners, low-income, foster youth, homeless and students with disabilities. School leadership uses the LCAP to report on school goals and progress in meeting the state priorities with state and local metrics.

A. Dashboard Alternative School Status (DASS)

In 2013, California's accountability system significantly changed with the adoption of the Local Control Funding Formula (LCFF). Included in the LCFF is a new accountability system, the California School Dashboard (Dashboard), which contains state indicators and standards to help identify a school's strengths, weaknesses, and areas in need of improvement. In recognition of alternative schools that serve high-risk student groups, in May 2017 the State Board of Education approved the DASS program. DASS holds alternative schools and alternative schools of choice accountable for alternative accountability indicators that were incorporated in the Dashboard beginning with the fall 2018 release. As described above, and as allowed under state law, Mission Academy is certified as a DASS school.

B. Assessments and Data Overview

Mission Academy has developed a meticulous and comprehensive plan for assessing and utilizing student data, fostering informed decision-making at both school-wide and instructional levels. The integrated balanced assessment system covers diagnostic, formative, and summative curricular assessments, and statewide summative assessments. Employing diagnostic and growth benchmark assessments like NWEA MAP Growth helps identify individual strengths and weaknesses, supporting personalized academic planning and instructional needs. As students advance through

their coursework, students also participate in curricular-based formative and summative assessments, providing ongoing insights for educators to adapt as needed. This holistic balanced assessment approach supports personalized learning, informs instructional practices, and allows Mission Academy to effectively support students reach their academic goals.

The widely recognized norm-referenced NWEA MAP assessment is used to evaluate student instructional readiness and growth over time. By utilizing diagnostic data and referencing Lexile and Quantile frameworks, assessments like NWEA MAP Growth offer essential information for academic planning and strategic placement in intervention or alternative curricular options. Continuous assessment and reassessment throughout the year enable us to maximize the utility of this data, tracking individual skill growth and guiding targeted interventions. Acknowledging the unique needs of our student population, including those with targeted credit deficiencies and recovered dropouts, Mission Academy regards assessments like NWEA MAP Growth as crucial tools in strategically promoting student success and narrowing the achievement gap.

In alignment with California state requirements, all eligible students within the appropriate grade levels actively participate in the CAASPP, the ELPAC, and the Physical Fitness Test (PFT). Our goal is to achieve a 95% student participation rate, continually striving for improvement in school Dashboard results. By methodically examining scaled scores and proficiency levels over time, Mission Academy applies data-driven practices that provide valuable information about student growth and areas for improvement. This longitudinal data analysis serves as the cornerstone of Mission Academy's educational strategy, offering a comprehensive understanding of student progress and identifying potential deficiencies. Armed with this information, educators can tailor instructional approaches and curricular enhancements, ensuring that every student receives targeted support to thrive academically.

All instructional data and student outcomes are shared via teacher dashboards, enhancing visibility, accessibility, and usability. Real-time access to this data empowers teachers to adapt instructional practices promptly, fostering successful student outcomes. At a broader level, Mission Academy diligently tracks and monitors student and school-wide progress, aligning with local and state priorities. Monthly updates to administration and staff, quarterly presentations at PAC/ELAC virtual meetings, school board meetings, and authorizer visits underscore our commitment to transparency and accountability.

The carefully crafted assessment system at Mission Academy empowers teachers and administrators with the necessary data to make informed decisions. This model offers a comprehensive overview, showcasing how Mission Academy is actively closing the achievement gap and fostering skill acquisition, affirming the value we bring to the opportunity youth student population.

ELEMENT D: GOVERNANCE STRUCTURE

***Governing Law:** The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(c)(5)(D).*

***Governing Law:** If the school is to be operated by, or as, a nonprofit public benefit corporation, the petitioner shall provide the names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school. Education Code Section 47605(h).*

Mission Academy is at all times non-sectarian in its programs, admission policies, employment practices, and all other operations. Mission Academy shall not charge tuition and shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

A. Non-Profit Public Benefit Corporation

Mission Academy is a directly funded independent charter school and is operated by Alta Vista Public Charter, Inc., a non-profit public benefit corporation, pursuant to California law. Mission Academy is organized and operated exclusively for educational purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code. Mission Academy shall operate within the terms and conditions specified in this charter, its governing documents and applicable law.

Educational Advancement Corporation (EAC) serves as the sole statutory member of Alta Vista Public Charter, Inc. EAC is a California nonprofit public benefit corporation with its own board of directors that is separate from the governing board of Alta Vista Public Charter, Inc. The success of Mission Academy depends on strong and experienced leaders serving on the governing board. It can be difficult and time consuming to locate and identify knowledgeable, qualified board members as well as board members committed to the service of opportunity youth. EAC is responsible for the recruitment and selection of board members to serve on the Alta Vista Public Charter, Inc. Board of Directors. Board members of Alta Vista Public Charter, Inc. at all times remain responsible for the oversight of operations of Mission Academy including approving curriculum and instruction, budget and finances, and policy and procedures.

EAC is a California nonprofit public benefit corporation with tax exempt 501(c)(3) status, whose charitable purpose is to manage, operate, guide, direct and promote California public charter schools, and to conduct other educational activities to support public school students. EAC was designed to support charter schools in the Learn4Life and Elev8 Online Schools networks and ensure consistency and quality across the networks.

All governance of Mission Academy is provided at the local level by the Alta Vista Public Charter, Inc. Board of Directors; EAC is not responsible for establishing school policies or fulfilling the daily operations of the charter school (e.g., personnel, procedures, curriculum, or budget, etc.). As noted above, EAC has very limited duties and responsibilities as specified in the Alta Vista Public Charter, Inc. bylaws, specifically:

- Select directors of the Alta Vista Public Charter, Inc. Board of Directors for terms of one (1) year, and who may be designated for any number of consecutive terms.
- Fill vacancies on the Alta Vista Public Charter, Inc. Board of Directors.
- Remove any directors of Alta Vista Public Charter, Inc. Board of Directors, in the instance such removal is necessary with or without cause.
- Approve of any proposal to wind up the affairs of Alta Vista Public Charter, Inc., which is valid only if the notice or written waiver of notice states the proposal to wind up Alta Vista Public Charter, Inc. Alta Vista Public Charter, Inc. may only be wound up and dissolved upon super majority votes of both the Alta Vista Public Charter, Inc. Board of Directors and the EAC board.
- Adopt, amend or repeal the bylaws of Alta Vista Public Charter, Inc. only by the vote of 70% or more of the EAC board.
- EAC has no right or authority to select or remove Officers of Alta Vista Public Charter, Inc.

Mission Academy shall operate autonomously from the District with the exception of the supervisory oversight as required by statute and any contracted services as may be negotiated between Mission Academy and the District. Pursuant to Education Code Section 47604(c), the District in performing its oversight of Mission Academy as required by law, shall not be liable for the debts and obligations of Mission Academy or for claims arising from the performance of acts, errors, or omissions by Mission Academy, as long as the District has complied with all oversight responsibilities required by law.

Attached in **Exhibit S**, please find the Alta Vista Public Charter Inc. Bylaws, Conflict of Interest Code and Policy, and Articles of Incorporation.

An organizational chart is included in **Element E: Employee Qualifications**, below.

B. Board of Directors

Mission Academy is governed by a Board of Directors (“Board”) in accordance with its adopted bylaws, which shall be consistent with the terms of this charter. In accordance with SB 126 (2019), Mission Academy and its Board shall comply with the Ralph M. Brown Act, the California Public Records Act, Government Code Section 1090 (except as allowed under Education Code section 47604.1(d)), and the Political Reform Act of 1974.

The Board shall have no fewer than three (3) and no more than five (5) directors. All directors shall be designated by the existing Board for terms of one (1) year and until a successor director has been designated. Directors may be designated for any number of consecutive terms. Each director, including a director designated to fill a vacancy, shall hold office until the expiration of

the term for which they are designated and until a successor has been designated by the Board or until a vacancy event occurs as specified in the bylaws.

The Board is comprised of diverse leaders with a broad range of expertise. Mission Academy's governing board members are responsible to the students and the community at-large for providing a high-quality choice in education for opportunity youth. Each member of the governing board contributes a depth of experience in areas such as education, business, city and county services, nonprofit organizations and community development. Each board member is especially passionate about improving the lives of our youth and helping establish confident, educated, skillful and civic-minded citizens of their community. The Board is currently comprised of five members as follows:

NAME	BOARD POSITION
Carol Stanford	Board President
Claudette Beck	Board Secretary
John Dortch	Board Member
Victoria Hancock	Board Member
Barbara Willibrand	Board Member

Each of the Board members' relevant qualifications are noted in the "**Mission Academy Team**" section at the beginning of this charter petition.

In accordance with Education Code Section 47604(b), the District may appoint a representative to sit on the Board. If the District chooses to do so, the Mission Academy Board may designate an additional member to ensure that the Board is maintained with an odd number of directors.

C. Board Meetings and Duties

The Board meets regularly, at such times as determined by the Board, and in accordance with the Brown Act and SB 126 (2019; Education Code Section 47604.1). As such, the Board holds its meetings in a location as required by SB 126.

The Board is fully responsible for the operation, oversight, and fiscal affairs of Mission Academy including, but not limited to, the following:

1. Approve all major educational and operational policies.
2. Approve all major contractual agreements, including LLAC service agreements.
3. Approve and monitor Mission Academy's annual budget and budget revisions.
4. Act as a fiscal agent. This includes, but is not limited to, the receipt of funds for the operation of Mission Academy in accordance with applicable laws and the receipt of grants and donations consistent with the mission of Mission Academy.
5. Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices.
6. Establish operational committees, as needed.
7. Regularly measure progress of both student and staff performance.

8. Involve parents and the community in school related programs.
9. Execute all applicable responsibilities provided for in the California Corporations Code.
10. Engage in ongoing strategic planning.
11. Approve the school calendar and schedule of Board meetings.
12. Participate in the dispute resolution procedure and complaint procedures when necessary.
13. Approve charter material revisions as necessary and submit requests for material revisions as necessary to the District for consideration.
14. Approve the annual independent fiscal audit.
15. Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of Mission Academy any of those duties with the exception of budget approval or revision, approval of the fiscal audit, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will be in writing; specify the entity designated; describe in specific terms the authority of the Board being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and require an affirmative vote of a majority of Board members.

Board Trainings

The Board attends annual training on their responsibilities with topics including, at minimum, the Brown Act and conflicts of interest including the Political Reform Act, Government Code Section 1090, common law conflicts of interest, and ethics.

Conflict of Interest

The Board has adopted a Conflict of Interest Code which complies with the Political Reform Act and Corporations Code conflicts of interest rules, and which shall be updated with any charter school-specific conflict of interest laws or regulations applicable in the future. As noted above, the Conflict of Interest Code and Policy are included in **Exhibit S**.

D. School Leadership

The Board is supported by a qualified leadership team which implements the provisions of this charter, the policies adopted by the Board, and day-to-day operations of Mission Academy. For more information on the leadership team, please see the **Mission Academy Team** section at the beginning of this renewal petition and **Element E: Employee Qualifications**. Resumes of Mission Academy Leadership are also included in **Exhibit C**.

E. Parent and Community Participation

Mission Academy addresses the compelling needs of its students with the support and collaboration of parent and community partners. All Mission Academy information efforts encourage parents and community members to become involved with the school.

Mission Academy maintains an ELAC, described herein under **Element A: Educational Program**, and **Element B: Measurable Pupil Outcomes**. Also, a Parent Advisory Committee (PAC) exists to inform all parents and community members of the progress being made by the school. Announcements of the scheduled virtual meetings and other events are posted in different areas and through different media to encourage the community to become involved in Mission Academy and to be part of a successful educational program in their vicinity. Through the PAC, the teaching and administrative staff inform parents/community of the implementation of the school's programs.

Parents and community members who virtually attend the PAC virtual meetings have the opportunity to learn about and be active participants in the school. Attendees become informed about the departments within the school and how they perform their functions. Attendees receive information regarding the LCAP, LCFF, and the Common Core curriculum. Attendees are involved in the discussions at these virtual meetings and are asked for their input about programs, activities, events, etc., being planned and how they can be improved.

PAC Structure

- PAC members (all community partners) are recruited during student/parent orientation, virtual parent information meetings, school newsletter, mass texting and email campaigns, and virtual parent-teacher conferences.
- Parents are given a PAC survey to determine what topics parents want covered, what days and times parents can meet, and what are parents' concerns and needs.
- The PAC members determine what issues and concerns will be addressed such as curriculum improvements, student support services, fundraising activities and support workshops.

At Mission Academy, parents and community members are encouraged to connect with school staff during operating hours to learn more about our programs, initiatives, and student support services. Families are welcome to reach out via phone, email, or virtual meetings to stay informed and engaged in the learning taking place in our online environment. Our phone lines are open 8am-4pm and for students under 18 years of age, parents are always included in text messages regarding school progress. Academic Advisors contact parents regularly to share how their child is progressing. This contact is required from all Academic Advisors by the Principal and encourages a continuous, open and friendly relationship between the parents and the school.

Additional virtual activities promoting communication between the school, parents, and the community include: award ceremonies, parent education nights, graduations, and parent/teacher conferences. Student Success Teams are also scheduled when staff become aware of a specific concern with a student. The Principal and Community Liaison reach out to local nonprofits with support service models to develop a system of referrals. Mission Academy outlines these community partnerships through MOUs. These partnerships provide parents, community members, and students with information to attend community events and access to supportive services. An attendance tracker and notes are maintained for events, activities and virtual meetings, which are reviewed regularly by school leaders to determine the level of participation of parents and the community.

ELEMENT E: EMPLOYEE QUALIFICATIONS

Governing Law: The qualifications to be met by individuals to be employed by the charter school. Education Code Section 47605(c)(5)(E).

Mission Academy believes that outstanding people with a shared purpose and passion to serve others are key to its success. To recruit the best people, Mission Academy uses a dedicated professional team of recruiters who utilize fully integrated software solutions to build talent pools, nurture candidate/new hire/employee relationships, and support the complete employee life cycle. Adopted processes and procedures are designed to meet obligations under the Equal Employment Opportunity Act and state employment law, comply with nondiscrimination laws, and apply practices consistently and equitably. All staff must possess experience and expertise appropriate for their position.

Mission Academy prohibits discrimination, harassment, intimidation and bullying based on the actual or perceived characteristics of disability, gender, gender identity, gender expression, nationality, national origin, race or ethnicity, color, religion, sex, sexual orientation, immigration status, or association with an individual who has any of the aforementioned characteristics, or any other basis protected by federal, state or local law.

Employees are expected to conduct themselves at all times in a manner consistent with the highest standards of personal character and professionalism, with children, parents, prospective parents, coworkers and the community.

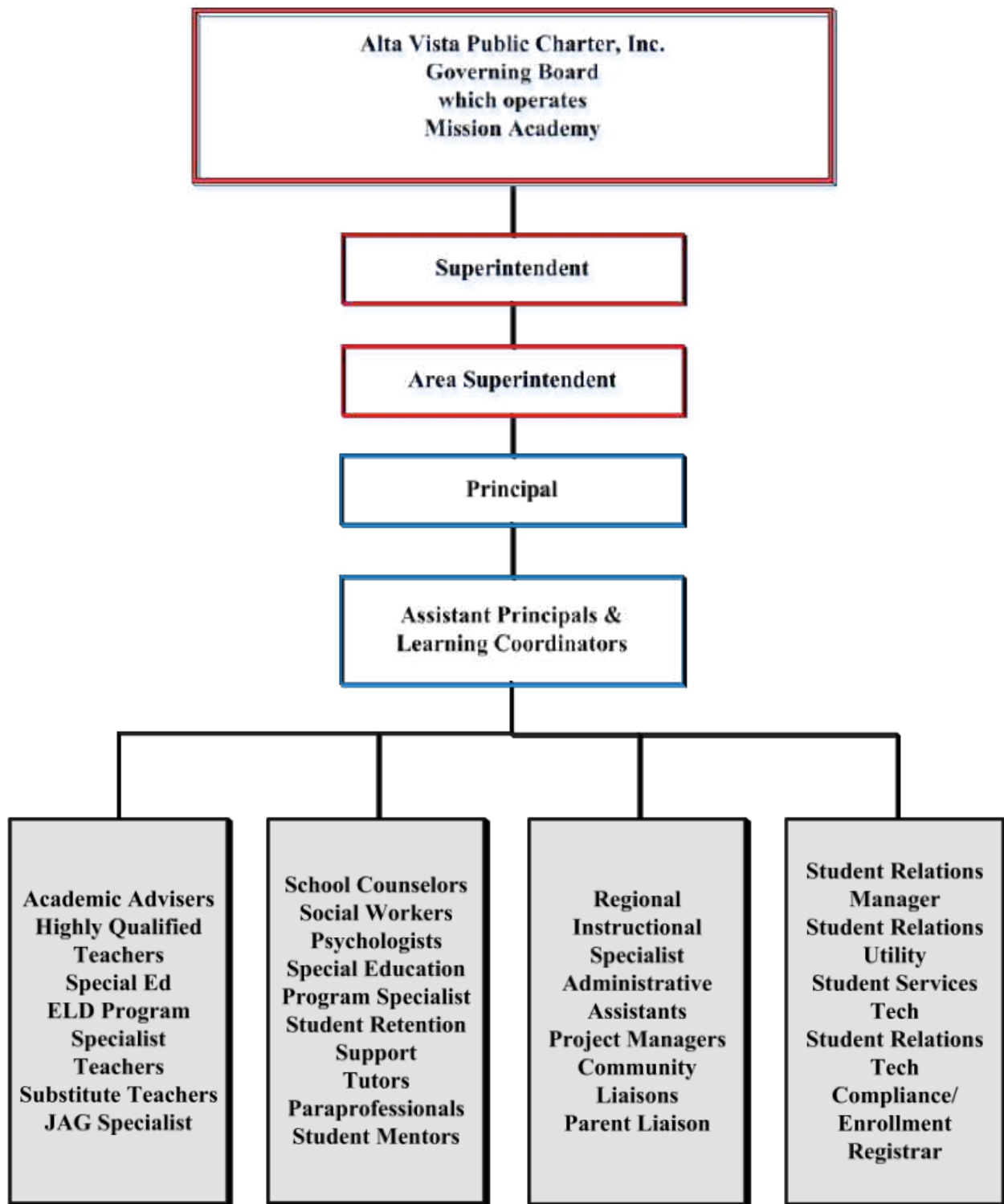
Attitudes are the most important facet of each employee's presentation of Mission Academy to the public. Employees must be courteous, tactful, and pleasant at all times, treating the most unpleasant people as well as treating the most pleasant ones.

In accordance with Education Code Section 47605(l), Mission Academy requires that all teachers hold appropriate California teaching certificates, permits, or other documents required for the teacher's certificated assignment. These documents are maintained on file at Mission Academy and shall be subject to periodic inspection by the District. Mission Academy may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. Mission Academy shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district. All teachers employed by Mission Academy have valid California Teaching Credentials and are published on the Commission on Teacher Credentialing website.

Mission Academy complies with all applicable state and federal laws regarding background checks, clearance of personnel, maintenance and disclosure of employee records.

For a copy of Mission Academy's employee handbook, please see **Exhibit T**.

A. Mission Academy Organizational Chart



B. Teacher Recruitment

Mission Academy believes outstanding people with a shared purpose and passion for serving students are key to its success. To recruit the best talent, Mission Academy utilizes its administrative services vendor, LLAC, which has a dedicated team of recruiters and uses an Applicant Tracking System to post positions, accept applications, and track talent pools within the system. LLAC regularly reviews recruitment processes, practices, and data, supporting effective recruitment strategies. LLAC utilizes multiple recruiting resources, including online career boards such as LinkedIn, Indeed, and EdJoin, and internal and external networks for referrals. Partnerships are established with local community vendors such as workforce development centers and colleges and universities. Participation in career fairs during the school year also supports teacher recruitment efforts. Mission Academy carries out its recruitment and selection procedures in accordance with applicable federal and state laws and provides equal employment opportunities to all applicants without regard to any protected status, as detailed in Mission Academy's notice of nondiscrimination.

Mission Academy also sponsors employees in obtaining teaching credentials as part of an internal career development path for paraprofessionals and tutors. Mission Academy engages universities in internships for teachers, school counselors, and social workers. Additionally, Mission Academy engages with the Riverside County Office of Education (RCOE) Teacher Induction Program (TIP). Mission Academy provides Induction Coaches for newly hired teachers to seamlessly immerse them in the teaching profession and meet the requirements for clearing their credentials.

C. Employee Job Descriptions

Mission Academy employee job descriptions, responsibilities and qualifications are outlined below.

SUPERINTENDENT

The Superintendent of Schools represents schools before the public and maintains, through cooperative leadership, a program of public relations to keep public informed about activities, needs, and successes of schools. This position represents the Organization in dealings with other school systems, institutions, agencies, and community organizations. The Superintendent serves as the Chief Academic Officer for the Organization and provides strategic leadership to sustain the best possible educational programs and services. The Superintendent of Schools sets the educational goals and metrics in collaboration with the Corporate Officers and respective School Boards in order to effectively oversee and evaluate the Area Superintendents and the charter school's education programs. This position reports to the Corporate Officer or designee.

Responsibilities

- In collaborations with the Corporate Officers, determine strategic priorities for the Charter Schools and effectively communicate these to stakeholders.
- Ensure a high-quality implementation of the Charter schools' education design, including standards, assessments, instructional guidelines, and culture; refine the model to improve student outcomes.
- Identify opportunities for accelerated academic growth; effectively develop staff; address performance as necessary on a timely basis; consult with Human Resources as appropriate.
- Coach, develop, and lead Area Superintendents in their roles as instructional leaders to develop and implement educational and operational priorities.
- Cultivate relationship with local districts, other school systems, city officials, colleges, and community leaders to further the Charter's School missions and goals.
- Oversee school financial planning, budget management, fiscal policies, accountability and direct resources utilizing Local Control Accountability Planning (LCAP) process.
- Manage relations with Charter Authorizers.
- Attend all L4L Board meetings in support of the School Board and Area Superintendents.
- Develop and implement accountability measure and achieve the strategic mission and imperatives of the schools.
- Oversee the Schools Quality Assurance Program including development of tools and systems to support high quality educational services.
- Develop organizational policy and procedures in collaboration and support of the Corporate Officers.
- Collaborate with Corporate Leadership on business and operational plans, growth and national expansion, student messaging, public communications.
- Represent schools before the public and maintains, through cooperative leadership, a program of public relations to keep public informed about activities, needs, and successes of school(s.)
- Perform administrative duties, responsibilities, and activities as assigned. These may be changed or modified from time to time.

Supervisory Responsibilities: Manage, coordinate, supervise, coach and direct the hiring, training, timely performance evaluations of team members, oversee their daily activities and oversee the daily workflow of the department. Handle employee discipline and termination.

Qualifications

- Three years prior experience as an Area Superintendent required.
- Valid State Teaching Credential required; State Administrative Services Credential preferred.
- Five years of leadership experience in the school or district level, charter school experience preferred.
- Five years School Administration and Educational Leadership experience as Area Superintendent required.
- Working knowledge of K-12 instruction, business, and human resource functions within California.
- Skilled in MS Office (Word, Excel, PowerPoint, Outlook) and in Education and Student Information Systems.
- Able to travel in performance of job duties is required.

AREA SUPERINTENDENT

The Area Superintendent provides educational leadership in developing and implementing school goals, standards and accountabilities, priorities, guiding principles, and program improvement. This position will develop, implement and evaluate strategic instructional plans ensuring that students achieve high academic standards in accordance with applicable laws, Board Rules, regulations, charter school policies and procedures. This position reports to the Superintendent of Schools or Designee.

Responsibilities

- Provide leadership and direction for the planning, evaluation, improvement, and implementation of the instructional program.
- Create and implement processes for the continuous improvement of instructional leadership in academic and educational instruction.
- Develop goals and instruction plans that ensures students achieve high academic standards and superior academic performance results.
- Oversee and direct the administrator's activities, ensuring compliance with policies and directives.
- Review and use student and school data to direct resources to support improving educational programs and services.
- Collaborate with Charter Authorizers on school updates, changes, and requests.
- Confer with organizational executive leadership on making recommendations.
- Liaison with local government officials, authorizers, and local Board.
- Administer a program of professional development that builds the capacity of administrator and school staff to reach student achievement goals.
- Evaluate administrators for leadership effectiveness; conduct special studies as needed.
- Collaborate with school designees on the review of the school petition and renewal process, and accreditation review.
- Manage school budget and ensure fiscal responsibility.
- Resolve complaints and concerns of teachers, students, and parents that are not resolved at the school.
- Responsible for meeting student enrollment, student retention, and graduation goals.
- Keep members of the School Board and executive leadership informed on issues and needs.
- Maintain positive School Board and community relations.
- Lead and participate in virtual meetings, trainings, and audits.
- Perform administrative duties, responsibilities, and activities that may be assigned or changed from time to time.

Supervisory Responsibilities

- Manage, coordinate, supervise, coach and direct the hiring, training, timely performance evaluations of team members, oversee their daily activities and oversee the daily workflow of the department. Handle employee discipline and termination.

Qualifications

- Experience working in a school setting.
- Five years experience in leadership/management required.

- Bachelor's degree required; master's degree in educational leadership or related field preferred.
- Valid California Teaching credential with English Language Authorization or valid California Pupil Personnel Services (PPS) credential preferred.
- Valid California Administrative Services Credential required and/or Certificate of Eligibility or enrolled in an Administrative Services Credential Program required.
- Knowledge and/or experience in project management, program development, organizing, prioritizing, coordinating, implementing, and managing multiple programs, projects, tasks, and building teams preferred.
- Skilled in MS Office (Word, Excel, PowerPoint, Outlook, Teams.)
- Ability to travel in the performance of job duties is required.

PRINCIPAL

The principal serves as the instructional leader and chief administrator of their designated school(s) and is responsible for the direction of the instructional program, overall management and operation of the school(s). This includes the supervision of all certificated and classified employees assigned to serve in the school(s).

Responsibilities

- Provides leadership to all staff in promoting the vision and mission of the school.
- Provides guidance, supervision and assistance in instructional practices and curriculum development that is responsive to the academic and cultural needs of the student population, including English Learners and Special Education students.
- Provides leadership for and facilitates collaboration with all community partners on identifying goals for student achievement; assesses progress toward meeting the goals; assists in developing the LCAP and measures the outcomes of these.
- Supervises and evaluates the performance of all assigned certificated and classified personnel; provides counseling and assistance, recommends appropriate action in cases of substandard performances, and identifies and encourages individual teachers with leadership potential.
- Counsels students, recommends, and implements student disciplinary actions in accordance with the Education Code, Charter School policy, and procedures, and the school's student responsibility code.
- Maintains a school climate that ensures the safety, health, and welfare of students and personnel; organizes and implements a "Safe School Plan"; complies with mandated child abuse reporting procedures.
- Provides effective professional development and training for all community partners to improve student achievement and build capacity of teachers to improve teaching services to students.
- Collaborates with management staff to staff the school properly.
- Monitors student assignments and teacher caseloads according to school policies.
- Carries out a program of community outreach and parent support as a means of communicating and strengthening the school program.
- Collaborates with operations staff to monitor compliance with attendance procedures, and audits. Plans, organizes, and conducts school extra-curricular activities and events.
- Ensures adherence to federal and state laws, reporting requirements and maintenance of school plans. Makes periodic appraisals of pupil progress and directs reports to parents.
- Plans, coordinates and reviews the work of Leadership Team.
- Serves as assigned on committees.

Supervisory Responsibilities

- Manage, coordinate, supervise, coach and direct the hiring, training, timely performance evaluations of team members, oversee their daily activities and oversee the daily workflow of the department.

Qualifications

- Bachelor's degree required; master's degree preferred.

- Valid California Teaching Credential with EL Authorization or Valid California Pupil Personnel Services (PPS) credential.
- Valid California Preliminary Administrative Services Credential required and/or Certificate of Eligibility or enrolled in an Administrative Services Credential Program.
- Prior teaching experience required.
- Minimum two years' experience as a School Administrator/leadership role.
- Proficient in student information systems (SIS).
- Intermediate skills in MS Office (Word, Excel, PowerPoint, Outlook).

ASSISTANT PRINCIPAL

Under the direction of the Principal, the Assistant Principal assists the Principal in performing management and instructional duties required by law, and by the rules of the Board of Education; may act as administrative head of the school in the absence of the Principal. This position shares in supervision responsibilities and implementation of school programs, policies and procedures in accordance with educational mandates and school service standards.

Responsibilities

- Provide educational leadership by: (1) build the capacity of teachers to improve teaching and services to students; (2) supervise instruction and instructional activities including the use of data to implement improvements in teaching and learning; (3) assist in formulating, interpreting, and implementing the school's administrative policies; (4) develop and improve instructional programs and student services, and staff development.
- Assist in the supervision of personnel and students, programs and instructional policies; recommends changes as needed.
- Assist in developing a plan and implement strategies for school improvement, including addressing student withdrawals and increased student retention.
- May coordinate testing programs; assist Test Coordinators along with the Lead Teacher.
- Monitor the company's Compliance Program procedures, rules, and regulations; collaborate with Student Services Personnel.
- Assist with monitoring of plans and processes to ensure teacher adherence to the school's compliance program and student attendance.
- Learn and use online/virtual learning platforms for creating student records/assignments and providing instruction.
- Develop and implement appropriate disciplinary measures including expulsion processes.
- Provide resources and assist teachers in delivering curriculum.
- Assist with staff selection, evaluation, and professional development.
- Present information about the school to parents, students, and groups.
- Develop and facilitate staff and professional meetings, professional development, and other trainings working through the Principal and Senior Management.
- Maintain high level of visibility/availability to personnel and students.
- Provide reports and updates to management.
- Substitute Teaching when necessary; maintain a student roster as requested.
- Co-Coordinate WASC and LCAP processes with the Learning Community Coordinator.
- Assists in facilitating 'At-Risk' formal interventions (ADA Section 504, IDEA, etc.) and works with Special Education and ELL.
- Adhere to company's employment, personnel, fiscal policies and procedures.
- Administrative duties, responsibilities, and activities may be assigned or changed from time to time

Supervisory Responsibilities

- Manage, coordinate, supervise, coach and direct the hiring, training, or performance evaluations of team members and oversee their daily activities

Qualifications

- Bachelor's Degree required; Master's Degree preferred.
- Valid California Teaching Credential with EL Authorization required.
- Valid California Preliminary Administrative Services Credential required and/or Certificate of Eligibility OR enrolled in an Administrative Services Credential Program
- Prior teaching experience required
- Experience as a School Administrator/leadership role preferred
- Proficient in student information systems (SIS)
- Intermediate skills in MS Office (Word, Excel, PowerPoint, Outlook)

LEARNING COMMUNITY COORDINATOR

The Learning Community Coordinator serves as an Administrator in charge in the absence of the Principal or Assistant Principal and collaborates with all staff to ensure effective design, delivery and maintenance of school programs.

Responsibilities

- Support leadership of the staff in assessing the needs and determining objectives as the basis for developing long- and short-range plans for the school or assignment.
- Plan, coordinate, and evaluate the program of student support and enrichment services.
- Assist in supervision of all assigned personnel and help identify, provide, assign and coordinate in-service growth opportunities for personnel within the school.
- Carry out a program of communications and community relations and will collaborate with operations personnel to ensure safety and success of pupils and school programs.
- Assist with adherence to federal and state laws and requirements and district policies.
- Collaborates in and may supervise the administration of state mandated testing.
- Reviews individualized student needs and progress.
- Attends Parent/Teacher Conferences on a needed basis.
- Attends informational and networking meetings with the other community partners.
- Coordinates data collection and record keeping for evaluation and ongoing planning purposes.
- Monitor the company's Compliance Program: procedures, Rules, and Regulations; collaborate with Student Services Personnel.
- Provides ongoing communication to the school's Principal, Staff and students.
- May Co-Coordinate WASC and LCAP processes and or Student Success Team (SST) process.
- Co-Coordinate the SST (Student success Team) Process with the Lead Teacher.
- Assists in facilitating 'At-Risk' formal interventions (ADA Section 504, IDEA, etc.) and works with Special Education and ELL.
- Perform other duties and projects as assigned.
- Serve on Committees and performs other duties as assigned.

Supervisory Responsibilities

- Manage, coordinate, supervise, coach and direct the hiring, training, or performance development of team members and oversee their daily activities

Qualifications

- Bachelor's degree required.
- Valid California Teaching Credential with EL Authorization required.
- Valid California Administrative Services Credential preferred.
- Prior teaching experience preferred.
- Proficient in student information systems (SIS).
- Intermediate skills in MS Office (Word, Excel, PowerPoint, Outlook).

ONLINE TEACHER (GENERAL DUTIES)

The Teacher Position will plan, organize and implement an appropriate personalized virtual instructional program in a learning environment that guides, supports, and encourages students to develop and fulfill their academic potential, completion of diploma requirements and post-secondary transition plan. This Position will collaborate with other Instructional Staff and school personnel.

Responsibilities

- Create and maintain an effective learning environment by modeling positive and respectful behavior, upholding and supporting high academic expectations, and maintaining positive and professional relationships with colleagues, students and parents.
- Responsible for meeting California Teaching Standards/HQT/NCLB Compliance.
- Virtually meet with students at their scheduled appointment dates and times.
- Establish and communicate learning objectives and content standards to be assessed.
- Engage students in academic conversations that elicit critical thinking, creativity, collaboration and communication.
- Provide students with meaningful feedback to enhance learning and improve achievement.
- Instruct and monitor student progress in the use of online learning materials and technology.
- Provide appropriate accommodations, modifications and interventions for English learners, students with 504 Plans, and special education students.
- Model and guide students to develop strategies that foster independent learning skills such as, goal setting, time management, and accessing/utilizing resources.
- Regularly communicate necessary information to students, colleagues, and parents regarding student progress and student needs.
- Refer students to support structures: Adviser/Teacher, tutors, intervention programs, labs, counselors, and other supportive services as appropriate.
- Keep updated with developments in subject area curriculum, teaching resources and methods.
- Maintain accurate and complete records of student progress and development.
- Document and review student notes and parent/student contacts in the Student Information System.
- Update all necessary records accurately and timely as required by law, Organizational policies, school regulations, and independent auditors.
- Collaborate with colleagues to improve teaching practices through professional learning communities, student success teams, department virtual meetings, and student retention virtual meetings.
- Assist the student in finding additional resources when necessary.
- Discipline students when appropriate.
- Participate in Professional Development opportunities as required/needed.
- Participate in, proctor, and supervise state and school-mandated testing following school policies and procedures for test security.
- Follow established policies and procedures for reporting incidents (e.g., child abuse, substance abuse, harassment, and violence).
- Attend all required virtual meetings and graduation ceremonies.

- Adherence to attendance policies; Report necessary absences as soon as the need is known.
- Prepare documentation for a substitute or other teacher as needed.
- Report to work on time and in dress code.
- Perform other duties as assigned by the Principal or designee.

Qualifications

- Valid California Single Subject or Multiple Subject Teaching Credential in area of specialization or intern teaching credential eligible.
- English Learner authorization required.
- Bachelor's degree with major or minor in designated subject, including all courses needed to meet credential requirements.
- Enrollment in a State approved teacher's preparation program and student teaching.
- Proficient in MS Word, Email.

ONLINE TEACHER: ACADEMIC ADVISER (or “Teacher of Record/Supervising Teacher”)

The Academic Adviser will plan, organize and implement an appropriate personalized virtual instructional program in a learning environment that guides, supports, and encourages students to develop and fulfill their academic potential, completion of diploma requirements and post-secondary transition plan. This Position will collaborate with other Instructional Staff and school personnel.

Responsibilities

- Develop, review and regularly update personalized academic plans based on students’ transcripts, assessment data, career pathway planning (CTE), post-secondary goals, and progress towards those goals.
- Conduct effective student appointments, preparing for and delivering instruction, engaging students in goal setting, monitoring of progress and preparation for completion of graduation requirements.
- Assign appropriate courses of study.
- Encourage and monitor the academic progress of individual students, including credit completion and average daily attendance (ADA).
- Administer diagnostic assessments according to guidelines.
- Prepare for and facilitate positive parent conferences.
- Claim and report daily attendance.
- Keep student work records neat and organized.
- Close out student records in accordance with Organization/Charter procedures and guidelines.
- Generate report cards in accordance with Organization/Charter procedures and guidelines.

Qualifications

- Valid California Teaching Credential with EL authorization required.
- Teaching experience; experience in a diverse setting preferred.
- Proficient in student information systems applications.
- Computer proficiency in MS Office (Word, Excel, Email).

ONLINE TEACHER: HIGHLY QUALIFIED TEACHER

The Highly Qualified Teacher instructs and assesses assigned students in a personalized virtual instructional environment, working with individuals or small groups in subject area classes. This position will collaborate with the Academic Adviser (AKA “Teacher of Record/Supervising Teacher”), school administration and other school faculty to ensure student retention and academic success.

Responsibilities

- Provide supplemental instruction to students using approved curriculum.
- Accept, carefully review and evaluate homework and online work, providing timely feedback to students.
- Plan, prepare for and deliver instructional activities to facilitate learning experiences.
- Identify and implement instructional strategies and resources to meet students’ varying needs.
- Connect instruction to real-world experiences and students’ post-secondary goals.
- Regularly check for understanding and provide clarifying and/or enrichment information.
- Grade course homework, projects, and tests.
- Be available to student and/or parent at the scheduled time.
- Coordinate with the Academic Adviser on missed appointments, missed assignments, and supplemental instruction needs.
- Keep all student work neat and organized. Enter data in School Information System.

Qualifications

- Valid California Teaching Credential with EL authorization required.
- Teaching experience; experience in a diverse setting preferred.
- Proficient in student information systems applications.
- Computer proficiency in MS Office (Word, Excel, Email).

SPECIAL EDUCATION TEACHER

The Special Education teachers have the same responsibilities as General Education teachers. will teach in a personalized instructional environment, work with students and/or parents to determine and evaluate the student's academic plan, manage, and provide services according to the student's Individual Education Plan (IEP). This position involves collaboration with other instructional staff and school personnel

Responsibilities

- Plan, organize and implement daily lessons in accordance with the approved curriculum.
- Conduct pre- and post-testing using standardized tests for each student.
- As a part of a team, write and implement goals as outlined in each student's IEP.
- Collaborate with families and staff to implement virtual behavior support plans and monitor behavior-related goals as outlined in the IEP.
- Demonstrate competency in all subject areas.
- Participate in the identification of students with possible disabilities post intervention phase.
- Provide direct student instruction.
- Provide academic assessments.
- Schedule and chair IEP virtual meetings including 30-day review IEP virtual meetings for all students.
- Meet special education timeline requirements as specified by education code.
- Collaborate with general education teachers.
- Work with Special Education and school support staff to support student instruction.
- Participate in authorized school trainings, school events, and virtual meetings.
- Maintain documentation of communications with students, families, and other services providers.
- Maintain documentation of daily activities.
- Complete reports and forms as required.
- Travel to other school sites to render Special Education teaching services. Perform other duties and responsibilities as assigned.

Qualifications

- Valid California credential Specialist with authorization for the Special Education disability and level assigned or intern eligible is required.
- English Language and Autism Authorizations.
- Autism Authorization is required or eligible to enroll and complete a Commission-approved professional preparation program in the special education specialty area requested, including successful completion of supervised field study is required. Prior experience working with exceptional learners strongly recommended.
- Knowledge of Student Information Systems (SIS) and related Educational Systems.
- Proficient in Microsoft Office, Excel, Word, in addition to a variety of educational software programs.
- Ability to travel up to 5% in the performance of job duties are required.

ENGLISH LANGUAGE DEVELOPMENT PROGRAM SPECIALIST

The Program Specialist assists in English Language Development (ELD) professional development, compliance and monitoring of Multilingual Learners (ML). This position serves as a knowledgeable professional in the ML program planning and implementation processes, observes, assists and consults with Administrators, teachers and tutors in the implementation of ML ELD program. This position will assist in keeping the ML Department consistent with organizational goals.

Responsibilities

- Responsible to meet California Teaching Standards/HQT/CLAD/NCLB compliance.
- Plans programs, coordinate curricular resources and evaluate effectiveness of programs for MLs.
- Provides assistance to teaching staff in planning, organizing and coordinating staff functions and materials for the ELD department.
- Assists administrators and/or the ML Director in supporting, training, and coaching certificated personnel.
- Develops and/or coordinate effective and inclusive practices in ML instruction.
- Assist in the planning, development, and implementation of ML program evaluation.
- Develops data collection systems, monitors data collection and provides programmatic recommendations based upon results.
- Participates and assist in the coordination, planning and development of course content and assessments.
- Assists in the creation of curriculum maps in accordance to the school(s) Independent Study instructional design setting.
- Assists in training teachers and tutors with the implementation of curriculum and instructional strategies.
- Assists in the implementation, training and administration of state mandated assessments for English Learners (ELPAC).
- Develops and participates in creating events, workshops and committees for parent involvement.
- Participates in staff development, program development, and innovation of methods and approaches.
- Works with County Office of Education, attends County Office of Education meetings, and shares information with the ELD department and leadership.
- Manages special projects such as curriculum development.

Qualifications

- Bilingual in Spanish preferred.
- 5-years' experience working with English Language Learners.
- Experience with charter schools and independent study settings preferred.
- Currently working toward or holds a valid Administrative Services Credential.
- Experience in collecting and analyzing data.
- Experience in curriculum development.
- Experience in creating and delivering professional development.

SUBSTITUTE TEACHER

The Substitute Teacher will teach students in a personalized learning environment. This position will collaborate with other Teachers on student progress.

Responsibilities

- Virtually meet with student and teach assigned educational coursework.
- Review student work samples.
- Review student file.
- Record student progress in the Student Information System.
- Notify School Administrator of student concerns or discrepancies in coursework assigned.
- Adhere to Independent Student Program guidelines.
- Report student's progress to Supervising Teacher.

Qualifications

- Valid California Substitute Teaching Permit or California Teaching Credential or teaching authorization.
- English learner Authorization.
- Skilled in MS Office (Word, Excel, PowerPoint, Outlook) and Education and Student Information Systems.

JOBS FOR AMERICAN GRADUATES (JAG) SPECIALIST

The JAG Specialist will establish a positive and on-going supportive relationship with students, families, principals, administrators and school faculty to support students in the JAG Multi-Year Program.

Responsibilities

- Collaborates with school counselors, advisors, community resources, and teachers to support and reinforce the curriculum and to consistently build support for academic success, career exploration, goal setting, leadership development, college planning, personal counseling, either directly or through linkages in the community to assist in overcoming barriers to graduation and/or success in the workplace.
- Analyzes student data and barriers and confers with the JAG advisory committee (or Student Support Team) to identify and develop a pool of qualified students in need of intensive academic support such as tutoring, extended learning, mentoring, and counseling. Students with multiple barriers to success will be candidates for the program.
- Delivers the curriculum for the targeted 35-45 students in grades 11 and 12; ensure they receive competency in the 37 core competencies through classroom instruction and Project Based Learning, and as many of the 87 total high school competencies during their high school participation in the JAG program.
- Administer testing including JAG pre-/post-tests to students in the classroom and document results in the data management system (e-NDMS).
- Monitor basic skills improvement (TABE or CASAS); provides academic support and remediation including access to tutoring, study skills, credit recovery to show gains as students' progress toward graduation.
- Develop, implement and update monthly individualized development plan (IDP) with all students on the program roster.
- Monitors the attendance, credits needed for graduation, college prep course selection, and enrollment in dual credit courses.
- Serves as a student advocate when collaborating with school staff in developing intervention plans for struggling students and assists in implementing/referring interventions as appropriate.
- Advocates for the program and works with school leadership and personnel to create an outreach plan to develop a pool of effective community support resources by working with employers, parents, civic groups, and community leaders to build awareness of and support for this unique program; develop service-learning projects, creates a pool of classroom speakers, participates in public relations activities, attends meetings and speaks to community groups.
- Conducts parent/family outreach and education activities to the students to strengthen family/school partnerships and facilitate career exploration, college selection and financial planning.
- Builds appreciation for teamwork among students, sense of belonging and commitment to service learning among students by organizing and serving as advisor to the Career Association; create opportunities through hands-on activities, guest speakers and workshops; and organize civic and social development opportunities.

- Collaborates in supporting a smooth transition between grades; partners closely with other JAG Specialists to support students through continued participation in high school classrooms as appropriate.
- Provides supportive services to program participants for the 12-month follow-up period post-high school graduation to ensure successful transition to postsecondary education, employment and/or military. If students are non-graduates, JAG Specialists will provide support services to these students to ensure attainment of diploma or GED during the follow-up period. Employers and/or postsecondary advisors are to be contacted 6 times during the 12-month follow-up period to ensure accuracy of data and continued student support.
- Complies with all documentation requirements from Management in a timely fashion including student contacts and activities, employer and community organization contacts, and other groups; develops and maintains a well-organized filing and retrieval system for the class. Utilizes e-NDMS for developing student rosters for the classroom.
- Adhere to the JAG Specialist Handbook and JAG Career Association Handbook Provides opportunities for student and graduate activity and engagement throughout the summer, documenting activities using e-NDMS.
- Participates in staff, district, and statewide meetings, and staff development activities within the building, district and statewide as appropriate.
- Connect the full cohort of students to and/or organize and lead field trips to higher education institutions, business and industry, and other community-based activities and events.
- Complete special projects and duties as assigned.

Qualifications

- Bachelor's degree in social service, counseling, business, education, or a related discipline is preferred. Equivalent combination of training, education, and experience may be considered.
- Experience working with students and a knowledge of child development issues.
- Experience in secondary and/or postsecondary education settings.
- Skills in people services, leadership, supervision, and motivational techniques.
- Proficient in MS Office and Electronic National Data Management System (e-NDMS).

SCHOOL COUNSELOR

Following the American School Counselor Association (ASCA) National Model multi-tiered multi-domain system of support (MTMDSS), the School Counselor will address the needs of all students by facilitating their academic, personal/social development, and career development as well as helping create a positive and safe learning experience. The School Counselor will assist students as they face issues and resolve problems that prevent their healthy development utilizing trauma-informed practices. The School Counseling support is delivered through the following components: Guidance Curriculum, Individual Planning, Responsive Services, Referral, Consultation, and Collaboration.

The School Counselor's primary role is to support students with any barriers hindering their progress as they work towards completing their high school diploma and begin their post-secondary plan. This Position will collaborate and consult with teachers and other school personnel in providing them with strategies, support, and resources that will contribute to the student's success.

Responsibilities

School Counseling

- Develop, plan, implement, and evaluate a school counseling and guidance program that includes academic, career, personal, and social development.
- Advocate for the high academic achievement and social development of all students.
- Provide schoolwide prevention and intervention strategies and counseling services.
- Provide consultation, training, and staff development to teachers and parents regarding students' needs.

Personal/Social Domain

- Provide school-wide prevention and intervention strategies and counseling services.
- Provide virtual counseling and mentoring for students struggling with social and emotional problems utilizing trauma-informed support and services.
- Collaborate with School Social Workers and School Psychologist.
- Provide support and guidance to School Social Worker intern as a preceptor, if applicable.
- Work with school personnel and community agencies to provide support services to behaviors that interfere with academic success.
- Reinforce executive functioning skills, such as but not limited to communication and social skills, problem solving, anger management, self-regulation, optimism, and resilience.
- Enhance understanding and acceptance of diverse cultures and backgrounds.
- Provide referrals to community support services.
- Cultivate relationships with community organizations.
- Respond to crises by providing direct services and coordination with appropriate community services.
- Record progress and information in the student information database.

Academic Domain

- Advocate for the high academic achievement of all students.
- Support student skills, attitudes, and knowledge that contribute to effective learning.
- Assist students in developing strategies to achieve success in school.

- Assist students in understanding the relationship of academics to careers, life at home, and in the community.
- Design and implement interventions that support student success.
- As part of a multidisciplinary team, review eligibility for special education services.

College & Career Domain

- Encourage all students to engage in life-long learning and develop career paths.
- Provide the foundation for the acquisition of skills, attitudes, and knowledge that empowers students to make a successful transition from school to career.
- Provide a comprehensive plan of career awareness, exploration, and preparation.
- Support postsecondary opportunities through presentations and special events (e.g., guest speakers, college fairs, college trips)
- Assist students in navigating the college search and application process.
- Facilitate college admission and financial aid workshops for students and parents.
- Assist with testing processes and information pertinent to college (e.g., PSAT, SAT, ACT)
- Develop and maintain relationships with local colleagues and employment programs.
- Record progress and information in the student information database.

School Counseling Program and School-Wide Collaboration

- Adhere to State Standards for the School Counselor Profession, and Ethical Standards for School Counselors.
- Provide consultation, training, and staff development to teachers and parents regarding students' needs.
- Collaborate with the School Administrators to implement school-wide programs that help maintain positive school climates.
- Serve as a liaison to students that are in foster care, experiencing homelessness and justice-involved youth.
- Promote school policies and practices that ensure the safety of all students by reducing school violence, bullying, and harassment.
- Participate in staff virtual meetings, professional development, graduation, and school activities.
- Complete other counseling related tasks and duties as directed by the Principal to support teachers and collaborate with Administrators, Student Retention, School Psychologist, Lead Teacher and other staff to promote student success and retention.
- Seek and share information with the counseling team.
- Record progress and information in the student information database.
- Submit monthly reports.

Qualifications

- Bachelor's degree in School Counseling from a [regionally accredited](#) college or university.
- Valid California Clear Pupil Personnel Services Credential authorization in School Counseling required
- Experience with individual and group counseling sessions.
- Experience in individual and group counseling, crisis intervention, and working with at-risk youth.
- Familiarity with community resources and support networks Experience with prevention, intervention, developmental, and crisis counseling.

- College, community, and social/youth agency partnerships.
- Use of data to inform decisions and drive continuous improvement.
- Experience using student information databases or software applications.
- Proficient in MS Office applications (Word, Excel, Outlook, PowerPoint.)

SCHOOL SOCIAL WORKER

In collaboration with administration and student support team members, the School Social Worker will consult and work in partnership with the School Counselor to a) deliver school and community wide best practice b) create policies, procedures, and support that positively impact students' lives c) help increase academic achievement d) support students' social emotional needs and behavior, provide mental health awareness, create safe and diverse learning abilities e) support a positive school environment and f) strengthen the family school relationship.

Responsibilities

- Identify and assess academic barriers through exploration of factors impinging on student adjustment including factors in the home, school, and community.
- Consult and collaborate with teachers, administrators, and other school staff on behavioral-emotional-environmental issues affecting student participation in the learning process.
- Provide virtual one-on-one brief solution-focused individual and group counseling services to students.
- Assist in the coordination and delivery of school based therapeutic support services.
- Conduct virtual workshops, social skills groups, and presentations on identified areas of concern for the students.
- Serve as a school crisis intervention team member.
- Provide staff development in the areas of behavioral-emotional-environmental issues affecting student participation in the learning process.
- Assist in development of community awareness and partnerships.
- Collaborate with School Counseling team, to meet the needs of identified foster/non-traditional housing youth and other opportunity youth subgroups (including parenting, gang affiliated, justice involved and LGBTQIA2S+ youth).
- Assist in development, coordination, and implementation of psycho-educational workshops.
- Collaborate with School Counselors, Student Retention Support, School Psychologist, Community Liaisons, and staff.
- Collaborate with county social workers, probation officers, case managers and/or service providers to ensure student success.
- Serve as preceptor for Social Worker Internships.
- Support School Counseling events, activities, and initiatives.
- Attend virtual meetings and professional development activities as required.
- Facilitate virtual meetings with all foster/homeless youth identified in assigned school program.
- Assess student educational needs and make appropriate referrals and intervention recommendations.
- Assist in development of community awareness and partnerships.
- Assist in development, coordination, and implementation of psycho-educational workshops.
- An understanding of how to navigate the-structure of educational systems.
- Knowledge and understanding of State and National School Social Work Standards (NASW) and applicable laws, regulations and policies related to student welfare.
- Knowledge of current trends and concerns in education directly impacting opportunity

youth and dropout prevention.

- Ability to connect with people from diverse ethnic and socioeconomic backgrounds, foster/non-traditionally housed youth, and other opportunity youth subgroups (including parenting, gang affiliated, and justice involved).

Qualifications

- Master's degree in social work required.
- Valid California Pupil Personnel Services (PPS) Credential with Specialization in School Social Work required, Child Welfare Attendance (CWA) required .
- Experience coordinating comprehensive support systems to students.
- Experience providing case management, facilitating support groups, and delivering mental health interventions in an academic setting.
- Proficient in student information database.
- Skill in MS Office (Word, Excel, PowerPoint, Outlook).

SCHOOL PSYCHOLOGIST

The School Psychologist performs a variety of professional activities involved in the observation, assessment and identification of psychological, behavioral and educational needs of referred or identified students; develops/implements effective interventions, instructional approaches / strategies/ methodologies; develops behavioral, affective and or adaptive goals for students; provides psychological counseling and guidance services to students and families; consults/collaborates with other school team members in the planning and evaluation of school programs and services to meet the special needs of students.

Responsibilities

- Coordinates and/or participates in multi-disciplinary assessments of students; collaborates with other team members in the development of multi-disciplinary reports.
- Provides consultation, training and technical assistance to families, educators and others concerning psychological, behavioral and educational issues and problems; interprets psychological findings and provides detailed and technical information concerning treatment, developmental and remediation plans, programs, practices, procedures, techniques and strategies.
- Determines eligibility for and recommends special education services and various other programs; refers students and families to various county office, school district and community programs and services.
- Monitors student progress through ongoing communications with teachers, administrators, students and families concerning the progress of students; suggests modifications and adjustments to instructional, developmental and remedial strategies as appropriate.
- Attends/participates in Individualized Education Program (IEP) and various other virtual meetings concerning students with special needs; collaborates with parents, school staff and administrators in the development and implementation of IEP's, Behavior Support Plans (BSP's) and Behavior Intervention Plans (BIP's) as required.
- Writes assessment reports concerning psychological observations, assessment findings and diagnoses; prepares, distributes and maintains a variety of records, reports and files related to students, IEP's, BSP's, BIP's, health, counseling and other assigned activities.
- Develops, implements and conducts in-service training sessions for parents, faculty and staff to enhance educational, developmental and remediation services for students; prepares and delivers oral presentations.
- Assists in assuring educational activities for identified students comply with established standards, requirements, laws, codes, regulations, policies and procedures.
- Communicates with school personnel, outside agencies and the public to exchange information, coordinates activities and resolve issues or concerns; provides crisis intervention and counseling for students and families during crisis situations as needed.
- Performs other related essential functions as assigned.
- Provide professional Development for special ed. and general ed. staff.
- Serve as the facilitator for high profile IEP virtual meetings.
- Assist with the monitoring and review of completed IEPs for compliance review.
- Provide DIS counseling for all required students.

Qualifications

- Master's degree in psychology or related field required.
- Valid California Pupil Personnel Services Credential: School Psychologist or eligible to receive credential.
- One year of experience performing professional psychology duties in a school or clinical environment including work with children, adolescents and special education programs and services.

Proficient in software applications (MS Word, Excel) and standard office equipment.

SPECIAL EDUCATION PROGRAM SPECIALIST

The Special Education Program Specialist will assist in Special Education Department professional development, compliance, high profile cases, and related areas of Student Study Team and 504 plan monitoring.

Responsibilities

- Work on special education projects under the direction of Special Education Leadership.
- Serve as a knowledgeable professional in the Individualized Education Program (IEP) planning and implementation processes.
- Observe, consults with, and assists special educators, designated instruction providers, services instructors, and tutors.
- Perform internal audits of IEP files and provide feedback to special education teachers.
- Plans programs, coordinates curricular resources, and evaluates effectiveness of programs for individuals with exceptional needs.
- Participate in school special education department staff development, program development, and innovation of special methods and approaches.
- Provide coordination, consultation and program development including those related to inclusion practices.
- Responsible for assuring that pupils have an educational opportunity aligned with the Individuals with Disabilities Education Act (IDEA).
- Works with the SELPA; Attend SELPA steering virtual meetings and share information to the Special Ed. Department.
- Manage special projects such as self-reviews.
- Assist in keeping the special education department consistent with organization goals of “Changing Lives” for students with disabilities.
- Provide assistance to the special education teaching staff in planning, organizing and coordinating staff functions, materials, and equipment purchase and use.
- Assist administrators and/or the Director of Special Education in supporting training and coaching personnel within the Special Education Department.
- Facilitate high profile IEP virtual meetings.
- Make recommendations relative to the selection of new staff and placement of special education personnel.
- Provide direct services to individuals with exceptional needs.
- Develop data collection systems, monitors data collection and provides programmatic recommendations based upon results.
- Consistently provide supportive guidance and interact with regional special education lead teachers.
- Attend virtual meetings and school events as requested.
- Performs other related duties as assigned.

Qualifications

- Valid California Education Specialist Teaching Credential: Mild-Moderate or Moderate-Severe.
- Experience as an Education Specialist serving students with special needs required.

- Leadership experience performing special education duties (i.e., lead teacher or department chair) in a school or clinical environment including work with children, adolescents, and special education programs and services required.
- Experience as a Program Specialist in a school setting serving students with special needs, and the faculty and staff providing special services preferred.
- Master's degree in special education or related field preferred.
- Currently working toward or holds a valid California Administrative Services Credential preferred.
- Experience with Charter schools and Independent Study settings preferred.
- Proficient in using student information data systems.
- Proficient in MS Office (Word, Excel, Outlook).

STUDENT RETENTION SUPPORT

The Student Retention Support will perform a variety of duties and responsibilities involved in student attendance and readmission, and book retrieval. This position will interact with students, families, school personnel, community agencies and law enforcement.

Responsibilities

- Contact parents/legal guardians and students to obtain information concerning reasons for pupil absences from school.
- Participate virtually in Attendance Intervention Virtual meetings (AIM) and Student Retention Virtual meetings (SRM.)
- Collaborate with school personnel to investigate and address student retention, absences, and withdrawals, and to encourage reengagement or readmission.
- Develop, establish and coordinate community resource contacts.
- Provide weekly progress reports to supervisor regarding student and asset retrieval along with comprehensive report tracking all contact with current or former students.
- Answer inquiries from students, parents/legal guardians regarding attendance records and school re-admittance.
- Document student attendance progress in the student database.
- Apply and provide information, forms and necessary documents regarding school policy and procedures.
- Work with local law enforcement for student retention.
- Type and prepare a wide variety of documents including letters and reports.
- Compile and analyze information.
- Perform a wide variety of general clerical and administrative work including the maintenance of accurate and detailed reports, verifying accuracy of information, and research.
- Participate in staff virtual meetings and trainings.
- Perform other related duties as assigned.
- Adhere to attendance policies.
- Research the enrollment status of students leaving our school at outside schools and update codes as needed.

Qualifications

- One year experience in a public school environment or public social services background.
- Community or school relations work experience, including working with courts and law enforcement.
- Proficient in MS Office applications (Word, Excel, Email).
- High school diploma or GED equivalent; college coursework or CASCWA training a plus
- Ability to travel up to 40% (to include student homes).

TUTOR

The Tutor will provide academic support in the form of virtual one-on-one or small group tutoring. The Tutor will help the student comprehend subject material in order to successfully complete the course. This position will perform other related school activities in support of student engagement and retention.

Responsibilities

- Tutor students in all subject areas based on various mediums or platforms such as online classes, virtual tutoring, one-on-one, and small group tutoring and based on the class and text notes they have collected.
- Tutor students in skills, such as literacy, technology, and access to online or virtual courses that will allow them to read and compute as well as to understand a variety of materials.
- Provide basic technical support with online course set up and access.
- Use student notes, discussions, teacher feedback, and evaluation of student work to identify concepts that need to be taught or re-taught.
- Conduct mini lessons in the process of writing in all subject areas, including brainstorming and clustering sessions, study skills, and other aspects of course preparation.
- Become familiar with the educational materials and resources available to teachers and students; utilize course outlines and assignments schedules in preparation for sessions.
- Contact students and parents using company technologies for school program, outreach, and retention.
- Communicate frequently and honestly with teachers regarding student progress and areas of concern.
- Maintain a cooperative, professional relationship with all administrators, teachers, colleagues, students, parents, and community members.
- Periodically assists in testing and assessments.
- Assist professionals in the instructional program in maintaining discipline and encouraging acceptable behavior from students, exhibiting a positive role model for students that support the organization mission.
- Take all necessary and reasonable precautions to protect students, equipment, and materials.
- Keep informed of and comply with school regulations and policies.
- Maintain prompt and regular attendance for each assignment.
- Attend all required tutoring training and adhere to attendance policies.
- Perform other duties as assigned.

Qualifications

- High school diploma or equivalent, and completion of at least two years of college (48 units), or Associate degree (or higher) from an accredited state college, or pass a State or local academic assessment of knowledge and skills in assisting in instruction.
- Knowledgeable in Math and Reading teaching techniques is *preferred*.
- Bilingual speaking skills is desired.
- A demonstrated interest in a teaching career is desired.
- Knowledgeable in basic computer literacy and MS Office (Word, Excel, PowerPoint, Outlook).

PARAPROFESSIONAL

The Paraprofessional serves as a knowledgeable professional in the indicated Education Program and/or related service delivery process. This position will assist appropriate educators in servicing students in the specialized program (namely EL and SPED). The Paraprofessional completes paperwork, performs data entry, completes organizational tasks, and provides tutoring support to students in the specialized program.

Responsibilities

- Assist educators in their instructional duties and other general responsibilities such as organizing and providing tutorial support.
- Provide additional student support including accommodations and online assessments.
- Assist in related data entry for students enrolling in the program or school.
- Alert the educator to student behavior issues or other program challenges.
- Assist in monitoring and proctoring student assignment and tests.
- Perform clerical tasks for teachers as needed, to include coordination, scheduling of and participation in virtual meetings when requested.
- Assist educators in contacting parents or adult students and assists in retrieving required forms.
- Participate in Student Success Team or other virtual meetings relating to student success.
- Aid the educator in rendering additional attention or data collection for students.
- Demonstrate willingness to learn and build expertise in relevant content areas.
- Follow directions for activities involved in the development and implementation of student learning plans.
- Translate communications between students and teachers.
- Adhere to attendance policies.
- Perform other related duties.

Qualifications

- High school diploma or the equivalent, and completion of two years of college (48 units preferred), or associates degree (bachelor degree preferred) or pass a local assessment of knowledge and skills in assisting in instruction issued by an approved Local education agency.
- Experience working with students and working with low economic and opportunity youth.
- Experience in the education of individuals with exceptional needs, students who are deaf or hard of hearing, or in the related Career Technical Education or Literacy content area.
- Sign Language Interpreter Qualifications: Fluent in sign language, certified by the national Registry of Interpreters for the Deaf (RID) or equivalent, if providing Cued Speech interpretation, be certified by any certifying body recognized by the National Cued Speech Association (NCSA).
- Language Interpreter Qualifications: Fluent in the specified language requirement or specific education program, reading, writing, and speaking and ability to translate communications between students and teachers.
- Proficient in MS Office (Word, Excel, Outlook).

STUDENT MENTOR

Under supervision of the administrator, the Student Mentor will support and mentor students to promote positive student achievement in academics and behavior. This position will collaborate with school personnel to serve as liaison to academically at-risk students and families.

Responsibilities

- Support and mentor students in academics.
- Collaborate with school personnel to ensure students have access to resources and services necessary for academic growth.
- Assist students, staff, and parents regarding student's academic achievement, attendance, and behavior.
- Determine from student notes and discussions the concepts that need to be taught or re-taught.
- Become familiar with the educational materials and resources available to teachers and students.
- Communicate frequently and honestly with teachers regarding student progress and areas of concern.
- Complete program forms and record student contact/follow-up.
- Report issues and concerns to management.
- Adhere to attendance policies.
- Perform other related duties as assigned.

Qualifications

- Valid California Teaching authorization.
- Experience working with public education programs or youth programs.
- Teaching or tutoring experience.
- Available to work evenings and weekends.

REGIONAL INSTRUCTIONAL SPECIALIST

The Regional Instructional Specialist supports student achievement through the implementation of an organization-wide, comprehensive teacher training and development program. Primary responsibilities include developing new and existing training modules for teachers, facilitating various trainings and staff development workshops, monitoring participation and completion of trainings, and providing ongoing coaching support to teachers.

Responsibilities

- Conduct New Team Member (NTM) Trainings for all incoming staff.
- Coach and provide mentorship to new and existing teachers for the purpose of developing effective teacher-leaders within the schools, achieving professional goals, and providing support to fulfill job duties and responsibilities at a high level of performance.
- Monitor and track employees who are trained, including outcomes and responses.
- Develop and maintain new and existing training modules.
- Create and establish staff development workshops for teaching staff.
- Create and establish various support materials for trainings and presentations.
- Create and maintain up-to-date training manuals and materials.
- Present various training modules and professional development workshops using multiple modes of delivery (webinars, videos, live presentations, etc.).
- Collaborate with Regional Leadership and Administrative teams to support training and staff development needs including, but not limited to assessment, research, material development, presenting, and training.
- Maintain an organized calendar of regional and professional development, trainings, and coach support.
- Work collaboratively with individuals within and outside department for purposes of research, development, presentation, and accountability.
- Work collaboratively with Education and Compliance Departments to ensure consistent information is being presented to staff.
- Create and conduct various assessment tools to evaluate the effectiveness of training and workshops. Use results to continuously improve upon practices.
- Attend training and conferences that will support position.
- Stay current on best practices in education through research and trainings.
- Perform other duties as assigned.

Qualifications

- Bachelor's Degree in Education or related field.
- Valid California Teaching Credential.
- Minimum of 3 years teaching experience- PREFERRED.
- Minimum of 6 months experience as teacher or working in an administrative capacity within Organization-PREFERRED.
- Minimum of 6 months in a leadership role (Lead teacher, Department Chair, Assistant Principal, Principal)- PREFERRED.

ADMINISTRATIVE ASSISTANT

The Administrative Assistant performs varied technical and confidential administrative support duties for the school. This Position will provide administrative services for the school's educational program system.

Responsibilities

- Coordinate and facilitate special assignments, such as graduations and school board meetings.
- Provide assistance and support to School Administrative Management (e.g., calendar management, track employee time off requests & timesheets, substitute teaching assignments, school events, student parent virtual meetings.)
- Research and compile data from a wide variety of sources.
- Prepare statistical information for use in reports.
- Assist staff with preparation of State mandated testing.
- Work in conjunction with other divisions, departments regarding appropriate school and Organization practices (e.g., new hire orientation, employee benefits, payroll.)
- Type, compose and edit correspondence, memos, letters, agendas and reports.
- Attend school board meetings, take minutes and maintain official minutes of meetings.
- Be an information source regarding school policies, procedures, and objectives.
- Respond to inquiries from a variety of internal and external parties by phone, letter and/or in person (e.g., staff, parents, students, public agencies, etc.)
- Receive calls and give out information where judgment, knowledge, and interpretation are utilized especially in the proper handling of confidential information.
- Receive employee calls reporting unplanned absences or tardiness, report information to Management.
- Refer complaints and matters of concern to appropriate Management for follow up on resolution.
- Receive, review, and verifies documents, records, reports, and forms for accuracy, completeness, and conformance to applicable rules, regulations, policies, and procedures.
- Order supplies and support delivery to employee homes.
- Maintain the security and confidentiality of specific records, information, and files (including testing data.)
- Perform special assignments as directed and adhere to attendance policies.

Qualifications

- Strong proficiency with MS Office applications (Word, Excel, PowerPoint, email).
- High school diploma or GED equivalent; college coursework or office administration training.
- 3 years of increasingly responsible administrative support experience.
- Work experience in the private or public sector supporting successful interaction with the public.
- Records management, data entry skills and typing speed of 45 wpm or greater.

PROJECT MANAGER

The Project Manager will work directly with organizational leadership. They will manage all aspects of projects from inception to conclusion within the designated department. This position will serve as the point of contact on assigned projects, standardize and localize data and systems, and perform a variety of duties such as coordinating and planning across the department.

Responsibilities

- Provide technical assistance to department management and personnel.
- Track status and completion of projects.
- Respond to inquiries about projects.
- Lead various project review and planning virtual meetings.
- Assist in developing departmental plans, goals, objectives, policies and procedures.
- Collaborate with multiple departments and personnel to support related project information, and reporting.
- Confer with supervisory personnel to discuss and resolve matters, such as work procedures, concerns or issues.
- Plan, schedule, or coordinate project activities to meet deadlines.
- Prepare and submit budget estimates, progress reports, or cost tracking reports as needed.
- Inspect or review project actions.
- Perform data composition and analysis.
- Maintain records.
- Conduct presentations.
- Provide support to team members on special projects.
- Attend virtual meetings and trainings as scheduled.
- Perform other duties as assigned.

Qualifications

- Bachelor's degree preferred
- Leadership/management experience highly desired.
- Experience in data analysis, trend analysis, large data compilation and composition.
- Demonstrated experience in high workflow organization and coordination.
- Proficient in MS Office (Word, Excel, Email).
- Proficient in varied business or enterprise technologies that manage large scale projects.
- TRAVEL: Ability to travel in performance of duties.

COMMUNITY LIAISON

The Community Liaison (CL) will support the program objectives, including supporting collaborative relationships with community organizations, businesses, and individuals to engage students to strengthen job skills and participate in job shadowing and/or internships. The Community Liaison will also support students enrolling, completing community college courses, and meeting the program requirements for high school graduation. This position will also establish and support the growth of collaborative relationships with community organizations, businesses, and individuals to engage students and increase public awareness of the organization's educational solutions and programs favorably. This position reports to the Principal or designee.

Responsibilities

- Interface with communities and openly represent the organization among the public, including public officials, businesses, and other agencies.
- Establish and maintain a regional network of relationships with community organizations, businesses, and individuals to promote the Organization's educational solutions and engage students.
- Collaborates with school leadership to assess school needs and assets, identify gaps, goals, and initiatives, and engage with community partners to provide resources, such as coordinating trauma-informed health, mental health, and social services.
- Coordinates and implements outreach to parents of students and family members; this includes home visits, home-school collaboration, and culturally responsive community partnerships.
- Support educators and school administrators in planning, developing, and implementing career pathways, programs, and community school engagement.
- Visitations to community partners and businesses to support students and placements for job shadowing, internships, and work-based learning.
- Recruit, coordinate, and manage parent and community involvement in programs, grants, advisory committees, school events, and support coordination of community activities; this may include academic support, real-world learning opportunities through the establishment of MOUs for internship, project-based learning, and summer programs.
- Initiate work-based learning opportunities such as guest speakers, job shadowing, workplace tours, and service projects.
- Facilitate and maintain a program of career preparation and internships for students.
- Maintain professional memberships and attend conferences and events to keep current with state standards and regulations in Career Technical Education (CTE).
- Serve as a local expert on Workforce Innovation & Opportunity Act governance structure, youth service providers, and programs.
- Utilize established tools and guidelines to engage and enroll students.
- Distribute information and demonstrate tact and diplomacy in representing the organization.
- Maintain documentation and report on progress related to community and student outreach activities.
- Utilize established reporting mechanisms and provide written reports to management.
- Collaborate with other departments and divisions to meet objectives.
- Assist in planning and implementation of events.

- Perform administrative duties, responsibilities, and activities that may be assigned or changed from time to time.
- Supervisory Responsibilities: Manage, coordinate, supervise, coach, and direct the hiring, training, timely performance evaluations of team members, oversee their daily activities and oversee the daily workflow of the department.

Qualifications

- Bachelor's degree or two years equivalent experience in Community Outreach or Community Relations.
- Minimum two years of experience working with diverse communities in a public education program or comparable private sector program.
- Proficient in MS Office (Word, Excel, Email).
- Ability to participate in some evening student recruitment and/or evening virtual meetings; occasionally working on Saturday and or Sunday.
- Ability to travel in performance of job duties is required.
- Excellent oral and written communication and presentation skills.
- Bilingual skills desirable.

PARENT ENGAGEMENT LIAISON

The Parent Engagement Liaison serves as the school liaison between parents, teachers, and school employees. The parent liaison implements and manages school-wide parenting initiatives and activities to empower parents to become positive active participants in the education of their children in alignment to the school goals. Supports the principal and school leadership in documentation of parental involvement.

Responsibilities

- Serves as the liaison between parents, teachers, and school employees.
- Consult, support, and coordinate with school employees and school leadership (administration and teacher to establish and maintain ongoing parent activities, which support academic achievement and school-wide goals at home as well as school.
- Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of the school in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance.
- Promote the importance of communication between teachers and parents on an ongoing basis through avenues such as participation in parent-teacher conferences, reports to parents on their children's progress, and volunteer opportunities in a language the family can understand.
- Promote and support parent attendance and participation in school-wide events such as participation in PAC/Parent Advisory Committee meetings, ELAC/English Learner Advisory Committee meetings, and other events.
- Provide excellent customer service by establishing positive relations with school personnel, representatives from external organizations and others; respond to phone calls, e-mails, letters, and other communications.
- Assist parents of children served by the school, as appropriate, in understanding academic standards and how to monitor a child's progress and work with educators to improve the achievement of their children.
- Coordinates parenting sessions, meetings, and activities; implements outreach to parents.
- Provides information to families regarding public and private resources available.

Qualifications

- 2 years' experience in Family and School Relations, Community Outreach, Community Relation required
- Bachelor's degree or 2 years equivalent experience in Community Outreach, Community Relations (equivalent experience is included in total years of professional experience).
- Some evening student recruitment and/or evening meetings; occasionally working on Saturday and/or Sunday
- Bilingual in English & Spanish is a plus, but not required.
- Skilled in MS Office (Word, Excel, PowerPoint, Outlook) or other specific technology

STUDENT RELATIONS MANAGER

The Student Relations Manager is responsible for the direction of the Compliance and Enrollment Program including student data compilation and analysis, and be responsive for such data, such as student attendance. This Position will create a positive environment that supports innovation, teamwork and successful school outcomes.

Responsibilities

- Plan, organize, manage and direct all aspects of the Compliance Program; ensure procedures are in accordance with federal and State educational regulation, Board policies.
- Direct workflow for the Student Relations department to ensure productivity and peak performance.
- Ensure Student ADA is claimed within company deadlines.
- Supervise Student Relations Department personnel and provide support to Credentialed Personnel.
- Collect and analyze data, prepare reports and make presentations as requested in support of Student Relations department goals.
- Oversee new student orientations and ensure adherence to school procedures.
- Provide training and technical assistance on the Compliance and Enrollment Program to personnel; ensure continuous training when necessary.
- Conduct interviews and collaborate with the Human Resources Department on new hire recommendations and orientations.
- Creates and distributes weekly work schedules.
- Complete and conduct annual employee performance evaluations; Collaborate with the Regional Student Relations Managers and Principal(s) on employee performance reviews.
- Provide data reports to Administration and department management.
- Recommend changes or updates to the Compliance Program or forms to Student Relations department management.
- Work with vendors for updates, enhancements or changes to the Student Information database.
- Prepare and participate in school audits.
- Be an active & positive contributor to the school.
- Performs other duties and special projects as assigned.
- Adherence to attendance policies.

Qualifications

- Completion of high school diploma or GED; college coursework/degree preferred.
- Three years of related business duties; highly desired public education work experience.
- Experience using student information databases.
- Proficiency in MS Office (Word, Excel, Email, PowerPoint).

STUDENT RELATIONS REGIONAL UTILITY

The Student Relations Regional Utility performs a variety of complex and specialized activities related to student records, the Compliance Program, and all compliance issues related to Average Daily Attendance (ADA). The Student Relations Regional Utility will serve as the point of contact for students, parents, and Teachers in appropriate areas of student information, progress or concerns. May have additional reporting structure to and receive work direction from other Education division managers.

Responsibilities

Compliance Program

- Check Independent Study Agreement and Addendum for dates, signatures, etc. in accordance with compliance program processes.
- Maintain daily student data records.
- Review and confirm Average Daily Attendance (ADA) tracking.
- Review, record and communicate deficiencies found in student folder.
- Communicate and collaboration with the Student Relations Manager (SRM) or Regional Student Relations Manager (RSRM) on a regular basis.
- Run weekly data reports.
- Assist teachers on tasks that will ensure compliance program requirements.
- Sends transition notification
- Adhere to Compliance Program deadlines.
- Participate in student/school events (i.e. graduation, open house).
- Participate in staff virtual meetings (i.e. WASC, staff development), as requested.
- Assist with Registrar duties, as needed.
- Adhere to attendance policies.
- Perform administrative duties, responsibilities, activities may be assigned or changed from time to time.

Front Office/Student Enrollment

- Assist with answering and handling all incoming telephone calls.
- Ensure student's required enrollment paperwork is complete and enter in the student information database.
- Comply with expulsion, ELL, special education, re-enrollment and reinstatement enrollment protocols.
- File documents in student folders.

Qualifications

- High School Diploma or General Education Diploma required.
- Minimum of three years' office experience required.
- Current employee must have held the position of Student Relations Technician and/or Registrar for a minimum of 1 year and be in good standing is required.
- Experience in a public charter school required.
- Experience using student information systems.
- Intermediate skills in MS Office (Word, Excel, PowerPoint, Outlook).
- Must have a clean DMV record.
- Must have the ability to travel throughout the designated region with short notice.

STUDENT SERVICES TECHNICIAN

The Student Services Technician creates and maintains files related to the management of special program student records (namely SPED and EL), data input, reconciliation, correspondence and public contact. This Position will communicate with students and/or parents in appropriate areas of student records and all compliance issue to State and Federal educational mandates. The position will also work closely with the Student Services Department.

Responsibilities

- Ensure all required special program student paperwork is complete and correct.
- Accurately input student information into student information and other state databases
- Provide quality customer service.
- Assists with organizing of records, maintaining of special programs student folders, and other permanent records assigned and while protecting confidentiality of student records and information.
- Comply with Department Enrollment Procedures, which provide the identification and placement.
- Compile Compliance Reports – Cumulative data source to add, edit and monitor all special program students.
- Assist teachers and staff with questions and clarification with special program compliance (PLS, CALPADS, student databases, State and Federal reporting.)
- Perform routine checks and comparisons of reports or records for compliance with specific program requirements.
- Prepare and process record requests from other schools and colleges for student records.
- Prepare and complete mailing process of student records or correspondence.
- Assist Program staff with clerical tasks (i.e., photocopy, print, fax, assemble information packets.)
- Communicates effectively and timely with Student Services Department.
- Keep abreast of federal and state education mandates to ensure the special program compliance program and services are kept to the satisfaction of the student, company and/or regulatory agencies compliance policies and procedures.
- Attend virtual meetings and trainings.
- Prepare general, statistical and special reports.
- Adhere to the company's employment, personnel, and fiscal policies and procedures.
- Adhere to attendance policies.
- Perform other duties and responsibilities as assigned.

Qualifications

- High School Diploma or General Education Diploma.
- Minimum of two years of related business duties.
- Good oral and written communication proficiency.
- Proficient in MS Office (Word, Excel, Outlook).

STUDENT RELATIONS TECHNICIAN

The Student Relations Technician creates and maintains files related to the management of student records, data input, reconciliation, correspondence and public contact. This Position will communicate with students and/or parents in appropriate areas of student information, progress, or concerns. This Position performs a variety of complex and specialized activities related to student records and all compliance issues related to Average Daily Attendance (ADA) and State educational mandates.

Responsibilities

Student Enrollment Technician/Specialist

- Schedule orientation for incoming students.
- Conduct orientation for new students.
- Comply with expulsion, ELL and special education, re-enrollment and reinstatement enrollment protocols.
- Ensure all required student enrollment paperwork is complete and correct.
- Accurately input student information into SIS including immunizations, enrollment dates, school track, and supervising teacher.
- Properly issue and track student work permits.
- Provide quality customer service.
- Answer all incoming telephone calls and handle them in the appropriate manner.

Compliance Technician/Specialist

- ADA tracking and recording of work samples for accuracy.
- Audit student work samples as well as all documents that require mandatory compliance (Independent Study Agreement, WSR, Learning Log, AWR, Report Cards, etc.)
- Check report cards for completeness and accuracy before going to the registrar.
- Assist teachers with problem solving issues with compliance and SIS.
- Create and maintain compliance and ADA checklists.
- Verify and confirm ADA in SIS system with form and tracking number.
- Submit compliance error reports to management.
- Performs other duties as assigned.
- Adherence to attendance policies.

Qualifications

- High school diploma or GED required.
- 2 years of work experience in a fast-paced, clerical support position in a professional business setting.
- Good record keeping techniques that demonstrate desirable planning and organizational skills and good oral and written communication proficiency.
- Work independently with minimal direction.
- Able to meet schedules and timelines. Prepare general, statistical and special reports.
- Detail oriented individual that is systemic in their approach to all assigned tasks.

COMPLIANCE DATA TECHNICIAN

The Compliance Data Technician will perform duties necessary to carry out the data acquisition and reporting tasks associated with entering, updating and maintaining, and auditing records in student information database systems (SIS) for the Organizations' schools. This position will collaborate with various other departments within the Organization. This position reports to the Compliance Director or designee.

Responsibilities

- Compile, compare, and correlate data from multiple sources to present a cohesive and accurate summary of program strengths and areas of further need.
- Compile, analyze, and prepare information for reports, presentations, and meetings, as requested.
- Compile Compliance Reports - Cumulative data source to add, edit and monitor all special program students (Organization schools & sites).
- Maintain and update records in SIS and other databases for project(s).
- Communicate data and reporting needs to service providers contracted for the Student Information System or other databases.
- Support organization marketing efforts through the use of data.
- Utilize data reporting system(s) with accuracy.
- Provide data-related instructions for staff development and training.
- Provide support to school personnel to endure overall quality control with the Organization's student records compliance program.
- Provide feedback and recommendations for enhancement/improvement to management.
- Solicits, receives and examines input documents for completeness before entering data into database systems.
- Sets up, maintains, and updates data records and inputs directly into the computer to effect necessary changes.
- Provides technical guidance by telephone or in writing to stakeholders relative to projects.
- Establish and maintain collaborative working relationships with staff and other stakeholders.
- Keep appointment books and calendars for the project(s).
- Use data to assist in establishing and preparing lists, master lists/logs, online documents, and other necessary and related materials.
- Perform administrative duties, responsibilities, and activities as assigned. These may be changed or modified from time to time.

Qualifications

- High School Diploma or General Education Diploma; Associate degree is preferred.
- One year of experience in data systems and/or program analysis required.
- Experience with web-based data and assessment management systems i.e. Data Director, EAEMS, Illuminate.
- Advance level of skills in MS Office (Word, Excel, PowerPoint, Outlook) and other technology applications.
- Ability to travel in performance of job duties is required.
- Ability to lift, carry, push, pull objects weighing up to 10 pounds.

REGISTRAR

The Registrar is responsible for information processing of student enrollments in accordance with school policy. This Position will interface with various departments and personnel to provide information concerning student records and school program completion.

Responsibilities

- Interprets transcripts of incoming students (e.g., cum folders, record card, withdraw grades from previous school, fines/fees from previous school, etc.) for the purpose of ensuring their conformance with school grading, curriculum and course credit systems.
- Verify credits earned to fulfill graduation requirements.
- Enter all necessary information into student information database (i.e., Test scores, immunizations, court documents, records.)
- Maintain records of students completed coursework including grades, grade changes, academic achievements, and student materials.
- Assist Teachers with information for student academic planning.
- Informs Administrators and/or Counselors of possible student credit deficiencies and/or unusual placements for the purpose of ensuring student success.
- Liaison between schools to procure relevant student records/files.
- Conduct pre-enrollment interviews with new students and parents.
- Processes requests from students, other districts, colleges/universities and/or employment agencies (e.g., transcripts, job verification, etc.) for the purpose of providing requested information.
- Complete and maintain forms required by the Department of Children Social Services, State Disability, adult programs, and Cal Learn/El Nido.
- Compile student data and prepare general, statistical and special reports for management.
- Attend student and school events (i.e., Graduation, Open House.)
- Participate in staff virtual meetings (i.e., WASC, staff development), as requested.
- Adherence to attendance policies.

Qualifications

- High school diploma or GED.
- Minimum of three years office experience or a minimum of three years in a public school setting handling student, school information processing responsibilities.
- Experience using student information databases, word processing and spreadsheets software.
- Excellent record keeping techniques.
- Effective communication, reading and writing skills.
- Effective planning and organizational skills.
- Ability to work independently with minimal supervision.
- Ability to collaborate with various levels of personnel.
- Ability to use computer technology proficiently and meet schedules and timelines.
- Understanding of public education codes, regulations & laws related to student enrollment, graduation and transfer.

ELEMENT F: HEALTH AND SAFETY PROCEDURES

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following: (i) that each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237; (ii) the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (K), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (L) of paragraph (2) of subdivision (a) of Section 32282; and (iii) that the school safety plan be reviewed and updated by March 1 of every year by the charter school. Education Code Section 47605(c)(5)(F).

To provide safety for all students and staff, Mission Academy has adopted and implemented full health and safety procedures and risk management policies in consultation with its insurance carriers and risk management experts. These policies are incorporated as appropriate into Mission Academy's student and staff handbooks and School Safety Plan and are reviewed on an ongoing basis by Mission Academy staff and the Board. These health and safety policies and procedures are available to the District anytime upon request.

The following is a summary of the health and safety policies of Mission Academy:

Procedures for Background Checks

Employees and contractors of Mission Academy are required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. Mission Academy does not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Human Resources Department monitors compliance with this policy. Volunteers who volunteer outside of the direct supervision of a credentialed employee are fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Role of Staff as Mandated Child Abuse Reporters

All employees are designated as mandated child abuse reporters and follow all applicable reporting laws. Mission Academy provides mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

All employees and volunteers who have contact with students are assessed and examined for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406. The School Safety Plan includes COVID-19 infection prevention, reporting and procedures (see **Exhibit U**).

Immunizations

Mission Academy adheres to all laws related to legally required immunizations for entering students as is required at public non-charter schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All incoming students in grade 7 must be immunized with a pertussis (whooping cough) vaccine booster.

Medication in School

- Administration of Medication: Mission Academy adheres to Education Code Section 49423 regarding administration of medication in school.
- Epinephrine Auto Injectors: Mission Academy adheres to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.
- School Nurse: Mission Academy has a school nurse or contracts for school nursing services as needed to assist in service areas and/or professional development. The school nurse or a school employee designated in the nursing plan administers health services or medications.
- Student Health Plans (SHP): Identified students with serious health issues or medical needs, such as epilepsy or serious food allergies, for example, have an SHP. Either the nurse or trained staff members are responsible for following the nursing plans in administering health needs. Mission Academy ensures proper training occurs with any non-nursing staff designated in the SHP.

Vision, Hearing, and Scoliosis

Students are provided referrals for vision, hearing and scoliosis screenings. Mission Academy adheres to Education Code Section 49450 *et seq.* as applicable to the grade levels served by Mission Academy.

School Safety Plan

Mission Academy maintains a school safety plan in accordance with Education Code sections 47605(c)(5)(F) and 32282(a)(2)(A)-(L). The Safety Plan is reviewed and updated annually by March 1 and includes, but is not limited to, the safety topics listed below:

- Child abuse reporting procedures consistent with Penal Code Section 11164, *et seq.*
- Disaster procedures, routine and emergency, including adaptations for pupils with disabilities, and an earthquake emergency procedures and training system.
- Procedures for allowing a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters and cooperate with such agencies during disasters or other emergencies affecting the public health and welfare.
- Suspension and expulsion policies (also see Element J of this charter).
- Procedures to notify teachers of dangerous pupils pursuant to Education Code Section 49079.

- A discrimination and harassment policy consistent with the prohibition against discrimination contained Education Code Section 200 *et seq.*
- A schoolwide dress code, if any, pursuant to Education Code Section 35183 that prohibits pupils from wearing gang-related apparel.
- Procedures for safe ingress and egress of pupils, parents, and school employees to and from school.
- A safe and orderly environment conducive to learning at the school.
- Rules and procedures on school discipline.
- Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions. The procedures to prepare for active shooters or other armed assailants shall be based on the specific needs and context of each school and community.
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school.
- A protocol in the event a pupil in grades 7-12 is suffering or is reasonably believed to be suffering from an opioid overdose.
- COVID-19 infection prevention, reporting, testing and mitigation procedures. Mission Academy has developed and posted a COVID-19 Testing Plan on the Mission Academy website as required by Education Code Section 32096(e)(1).
- An instructional continuity plan to establish communication with pupils and their families and provide instruction to pupils when in-person instruction is disrupted due to an emergency pursuant to Education Code Section 41422 or subdivision (a) of Section 46392, as required by Education Code Section 32282(a)(3).

The School Safety Plan is included in **Exhibit U**.

Staff receive training in emergency response, including appropriate first responder training or its equivalent.

Bullying and Cyberbullying Prevention

Mission Academy maintains procedures for the prevention of bullying and cyberbullying, as required by Education Code Sections 234.4 and 234.6. Mission Academy also annually provides to all employees who have regular interaction with students the CDE online training module on the prevention of bullying and cyberbullying, as required by Education Code Section 32283.5.

Human Trafficking Prevention

Mission Academy maintains a policy that identifies the most appropriate methods to inform parents and guardians regarding human trafficking prevention resources for students in grades 6-12, as required by Education Code Section 49381.

Student Mental Health Services

Mission Academy notifies students and parents or guardians no less than twice during the school year on how to access student mental health services on campus or in the community, as required by Education Code Section 49428(a). Such information is, at a minimum, included in the Parent-Student Handbook and is posted on the school's website. Mission Academy also displays a poster that identifies approaches and shares resources addressing student mental health in accordance with Education Code Section 49428.5.

Protections for Students Relating to Immigration and Citizenship Status

Mission Academy maintains policies on protections for students relating to immigration and citizenship status that are consistent with the California Attorney General's guidance and model policies, *"Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues,"* April 2018, pursuant to Education Code Section 234.7.

California Healthy Youth Act

Mission Academy complies with the California Healthy Youth Act (Education Code Section 51930 *et seq.*), which requires charter schools to provide comprehensive sexual health education and HIV prevention education to students in grades 7 to 12 at least once in middle school and once in high school.

Pregnant and Parenting Students

In accordance with Education Code sections 221.51, 222.5, and 46015, Mission Academy provides specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations at school to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. Mission Academy notifies pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students annually via its Parent-Student Handbook.

Firearm Safety

Annually, by July 1, Mission Academy distributes a notice to parents/guardians of each student addressing California's child gun access prevention laws and laws relating to the safe storage of firearms. The notice is informed by the most updated model language developed by the CDE and follows all other requirements set forth in Education Code Section 48986.

Bloodborne Pathogens

Mission Academy meets state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board has established a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus

(HBV). Whenever exposed to blood or other body fluids through injury or accident, students and staff shall follow the latest medical protocol for disinfecting procedures.

Suicide Prevention

- **Policy**: Mission Academy maintains a policy on student suicide prevention in accordance with Education Code Section 215. The Mission Academy Board of Directors shall review, at minimum every fifth year, its policy on student suicide prevention and update its policy if necessary in accordance with Education Code Section 215.
- **Student ID Cards**: Mission Academy includes on student identification cards for students in grades 7-12 the telephone number for the Suicide and Crisis Lifeline, 988, and the National Domestic Violence Hotline, 1-800-799-7233, pursuant to Education Code Section 215.5.

Drug Free/Alcohol Free/Smoke Free Environment

Mission Academy maintains a drug, alcohol, and smoke-free environment.

Title IX and Anti-Discrimination, Harassment and Bullying Policies and Procedures

Mission Academy is committed to providing a safe working and learning environment where all individuals are afforded equal access and opportunities. Mission Academy prohibits discrimination, harassment, intimidation, and bullying which are defined in school policy 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 (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, 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, locs, and twists), 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.

Mission Academy does not discriminate on the basis of sex and prohibits any acts of sex discrimination including sex-based harassment in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.

Mission Academy complies with adopted policies and procedures when investigating and responding to complaints alleging unlawful harassment, discrimination, or bullying including its Harassment, Intimidation, Discrimination and Bullying Policy, Title IX Policy, and Uniform Complaint Procedures Policy. In accordance with state law, the policies are provided to students during orientation and in the Parent-Student Handbook, posted on the school's website and as

otherwise required by state law, and Mission Academy has placed posters notifying students of its sexual harassment policy in each restroom.

ELEMENT G: STUDENT DEMOGRAPHIC BALANCE

Governing Law: The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including re-designated fluent English proficient pupils as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school. Education Code Section 47605(c)(5)(G).

Mission Academy implements a student recruitment strategy that includes, but is not necessarily limited to, the following elements or strategies to attempt to achieve a balance among students that is reflective of the general population residing within Los Angeles County and adjacent counties:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The development of promotional and informational material that appeals to all of the various racial and ethnic groups represented in the District and the students served within Los Angeles County and adjacent counties, including Spanish language materials.
- The distribution of promotional and informational materials to a broad variety of community groups and agencies that serve the various racial, ethnic and interest groups represented in the District and the communities in which its students are located.
- Use various channels of distribution to enable public relations efforts to reach a wide audience, including community presentations, flyers, the school's website, and/or sending out press releases to the local media.
- Outreach virtual meetings designed to inform and educate Mission Academy's targeted communities about the services it provides.
- Development of Service Provider and Referral MOUs that allow us to work with community-based organizations and services providers throughout Los Angeles County and adjacent counties to co-serve youth in need of wrap around services.
- Outreach meetings and community events designed to inform and educate Mission Academy's targeted communities about the services it provides:
 - o **Academic Enrichment Program:** Mission Academy supports all students in reaching their academic goals, whether enrolled at Mission Academy or local district high schools. Each year, Mission Academy collaborates with district counseling teams to offer credit recovery opportunities for students who are off-track.

- o **Department of Youth Development (DYD) Meetings:** Mission Academy staff participate monthly in Department of Youth Development meetings, providing regular program updates and overviews to strengthen referral and support networks.
- o **Digital Marketing:** Mission Academy engages in targeted digital outreach, utilizing online advertisements, search engine marketing, social media campaigns (Facebook, Instagram, YouTube, TikTok), and an SEO-optimized website to ensure families have easy access to enrollment information.
- o **Jewish Vocational Services (JVS):** Mission Academy's community liaison maintains a strong partnership with Jewish Vocational Services, a nonprofit offering career and workforce development programs, to inform prospective students about enrollment opportunities.
- o **Los Angeles County Probation Fair:** Mission Academy presents to probation officers across Los Angeles County and maintains a direct referral system to support youth seeking alternative education options.
- o **Santa Monica Community Advisory Committee (CAC) Meetings:** Mission Academy's Community Liaison regularly attends monthly CAC meetings, providing program updates and engaging with community stakeholders.
- o **Santa Monica Resource Fair:** Mission Academy hosts an outreach booth at the Santa Monica Resource Fair to distribute information and materials about the school and enrollment opportunities.
- o **Treatment Center Outreach:** Mission Academy collaborates with treatment centers including Aspire, Discovery Mood and Anxiety Program, and Sustain Recovery Centers to offer flexible educational services for students managing mood disorders, substance use, and addiction recovery.

Mission Academy maintains an accurate accounting of the demographic balance of students enrolled in the school. It also keeps documentation on the efforts the school makes to achieve a racial and ethnic balance.

Student Demographic Comparisons

The demographics of Mission Academy closely mirror the school districts in which its students are located. Based on a review of its present student population, **Figure G.1** and **Figure G.2** below list comparison demographic data of Mission Academy and the general population residing within the territorial jurisdiction of the District, school districts, and communities in which Mission Academy's students are located.

Figure G.1. Student Racial and Ethnic Demographics for Mission Academy, School Districts, Los Angeles County, and Statewide

Center / District / General Population	Enrollment	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races
Mission Academy	694	7.3%	0.3%	1.7%	0.9%	61.2%	0.3%	21.2%	4.8%
Acton Agua Dulce USD	1,056	1.7%	0.4%	0.9%	0.6%	59.1%	---	34.8%	2.5%
Long Beach USD	62,947	12.1%	0.1%	7.0%	3.2%	59.2%	1.0%	11.8%	5.6%
Ventura USD	14,379	1.2%	0.4%	2.9%	0.6%	55.3%	0.2%	35.2%	4.2%
Oxnard Union High	16,895	1.1%	0.1%	1.9%	2.9%	81.2%	0.2%	9.5%	3.0%
Antelope Valley Union High	21,958	16.6%	0.2%	1.0%	1.3%	67.2%	0.1%	8.9%	4.3%
Los Angeles USD	516,685	7.1%	0.1%	3.3%	1.6%	73.6%	0.2%	9.7%	2.1%
Ventura County	122,810	1.2%	0.2%	4.3%	1.7%	62.7%	0.2%	25.7%	4.0%
Orange County	429,869	1.3%	0.2%	18.7%	2.0%	48.9%	0.3%	22.0%	5.3%
Los Angeles County	1,275,769	6.7%	0.2%	8.2%	2.1%	65.2%	0.2%	12.7%	3.3%
Statewide	5,806,221	4.9%	0.4%	10.1%	2.2%	56.1%	0.4%	20.0%	4.8%

Source: CDE Dataquest 2024-25 Enrollment Data by Demographics <https://dq.cde.ca.gov/dataquest/>

Figure G.2. Additional Student Group Demographics for Mission Academy, School Districts, Los Angeles County, and Statewide

Center / District / General Population	EL/RFEP	Foster Youth	Homeless Youth	Students with Disabilities	Socio-Economically Disadvantaged
Mission Academy	39.5%	1.4%	5.6%	18.9%	79.7%
Acton Agua Dulce USD	22.0%	0.9%	3.4%	18.2%	70.4%
Long Beach USD	28.3%	0.7%	4.8%	14.6%	60.8%
Ventura USD	2.0%	0.9%	3.9%	28.9%	54.8%
Oxnard Union High	53.4%	0.2%	19.0%	18.0%	89.1%
Antelope Valley USD	34.0%	2.1%	1.8%	17.8%	67.8%
Los Angeles USD	42.9%	0.5%	2.7%	15.6%	82.4%
Ventura County	35.7%	0.2%	6.9%	15.4%	57.8%
Orange County	36.1%	0.4%	6.1%	13.7%	55.7%
Los Angeles County	35.5%	0.6%	3.6%	14.8%	70.2%
Statewide	33.1%	0.5%	4.0%	14.2%	63.6%

Source: CDE Dataquest 2024-25 Enrollment Data by Subgroup <https://dq.cde.ca.gov/dataquest/>

ELEMENT H: STUDENT ADMISSION POLICIES AND PROCEDURES

Governing Law: Admission policy and procedures, consistent with [Education Code Section 47605] subdivision (e). Education Code Section 47605(c)(5)(H).

A. Enrollment Policy

Mission Academy is nonsectarian in its programs, admission policies, and all other operations, and does not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

All students who reside in the State of California, within Los Angeles County and adjacent counties pursuant to Education Code Section 51747.3, may enroll in Mission Academy subject only to capacity and any jurisdictional limitations imposed by law. Mission Academy complies with all laws establishing minimum and maximum age for public school attendance in charter schools. No test or assessment is administered to students prior to acceptance and enrollment into Mission Academy. Admission, except in the case of a public random drawing, is not determined by the place of residence of the pupil or his or her parent or legal guardian within the state, unless required by Education Code Section 51747.3.

Mission Academy complies with all requirements of SB 75 (2019; Education Code Section 47605.6(e)(4)) in its enrollment procedures as noted below:

- (1) Mission Academy shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the following characteristics: pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.
- (2) Mission Academy shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the charter school before enrollment.
- (3) Mission Academy shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics listed in paragraph (1) above. This subparagraph shall not apply to actions taken by a charter school pursuant to its suspension and expulsion procedures described in Element J of this charter.
- (4) Mission Academy complies with all requirements related to the provision and posting on the school's website of a complaint notice developed by the CDE and the rights of individuals to file a complaint with AADUSD.

Mission Academy follows all applicable laws regarding the enrollment and continuing education of foster, homeless and migratory youth. In addition, students who are children of military families are allowed to continue their education at Mission Academy regardless of any change of residence of the military family during that school year for the duration of the student's status as a child of a

military family, or the end of military service of the student's parent, as required pursuant to Education Code Section 48204.6.

B. Enrollment Process

All students are introduced to their educational program at Mission Academy with a required virtual orientation designed to acquaint them with the school's program. Orientation is sent via e-mail for asynchronous completion, but individual appointments may be made to accommodate the student/family. At orientation, among other things, students and parents are given an overview of independent study, including attendance requirements and Learning Period reporting, and rules and expectations are reviewed. Students may confirm intent to proceed with enrollment in Mission Academy after orientation by submitting a signed Independent Study Agreement (see **Exhibit M**), and enrollment forms (see **Exhibit V**), which are available in both English and Spanish.

After student enrollment is active, students are asked to submit enrollment documents including immunization records, updated transcripts, and withdrawal grades from their previous school.

Students are accepted throughout the entire school year from July 1 to June 30 for enrollment in the current or following school year. Mission Academy operates year-round and students follow individualized Personalized Learning Plans. As long as space is available, Mission Academy enrolls students at any time during the year.

C. Public Random Drawing

As an independent study charter school, Mission Academy has the capacity to accept all applicants and therefore does not anticipate needing to hold a public random drawing. However, in the unlikely event that the school is at capacity, Mission Academy shall follow the public random drawing procedures below.

Following the open enrollment period, applications shall be counted to determine whether any grade level has received more applications than availability. In this event, Mission Academy shall hold a public random drawing (or "lottery") to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed enrollment in the following school year.

Admission preferences in the case of a public random drawing shall be given to applicants in the following order:

1. Siblings of students admitted to or attending Mission Academy
2. Children of Mission Academy employees
3. Residents of the District
4. All other applicants

In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. Mission Academy and the District agree to adhere to the requirements related to

admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv), including the following assurances: all admission preferences shall be approved by the District at a public hearing, shall be consistent with federal law, the California Constitution, and Education Code Section 200, and preferences shall not result in limiting enrollment access for pupils identified in Education Code Section 47605(e)(2)(B)(iii).

The Mission Academy Board will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Area Superintendent). Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day. Lotteries will be conducted in ascending order beginning with the lowest applicable grade level. There is no wait list priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

At the conclusion of the lottery, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This waitlist will allow students the option of enrollment in the case of an opening during the school year. In no circumstance will a waitlist carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated to all applicants subject to the lottery. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. Mission Academy will also inform all applicants and interested parties of the rules to be followed during the public random drawing process via mail or email prior to the lottery date.

ELEMENT I: INDEPENDENT FINANCIAL AUDIT

Governing Law: The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(c)(5)(I).

Mission Academy facilitates an annual independent audit of the school's financial affairs as required by Education Code sections 47605(c)(5)(I) and 47605(m). Mission Academy selects an independent auditor and the auditor has, at a minimum, a CPA and educational institution audit experience and is approved by the State Controller on its published list as an educational audit provider.

The audit verifies the accuracy of Mission Academy's financial statements, attendance and enrollment accounting practices and reviews Mission Academy's internal controls. The audit is conducted in accordance with generally accepted accounting principles and applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

The annual audit is completed and forwarded to the District, County Office of Education, the State Controller and to the CDE by December 15th each year. The Chief Financial Officer, Superintendent and Area Superintendent along with an audit committee, if any, will review any audit exceptions or deficiencies and report to Mission Academy's Board with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter.

Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law. The independent financial audit of Mission Academy is a public record to be provided to the public upon request.

ELEMENT J: PUPIL SUSPENSION AND EXPULSION PROCEDURES

Governing Law:

The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.*
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*
 - (I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.*
 - (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*
- (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. and the written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).*
- (iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information. Education Code Section 47605(c)(5)(J).*

1. TRAUMA-SENSITIVE AND RESTORATIVE PRACTICES POLICY

The Charter School is dedicated to being a student-centered organization and accordingly recognizes a standardized, effective behavior management system is key to ensuring students feel supported and have the opportunity to be successful in school. The Charter School has embraced a trauma-sensitive approach when considering student behavioral issues by examining what happened in a particular incident rather than faulting the student's character. To support this perspective, the Charter School practices setting clear parameters around expectations for both students and educators thereby limiting or reducing unwanted behaviors while also using restorative practices to maintain the relationships of respect when an incident does occur. Recognizing that a high percentage of our Charter School's students have experienced adverse childhood experiences, these systems help us create a safe learning environment in which students feel valued, respected, and are able to work at their own pace to get back on track in their academic and personal lives.

The Charter School also implements other means of correction in its discipline policy per Education Code Section 48900.5. As such, suspension shall be imposed only when other means of correction fail to bring about proper conduct. The Charter School may document the other means of correction used and place that documentation in the student's record. However, a student, including an individual with exceptional needs as defined in Education Code Section 56026, may be suspended, subject to Section 1415 of Title 20 of the United States Code, for any of the reasons enumerated in this Policy upon a first offense if the administrator or designee determines that the student violated subdivision (a), (b), (c), (d), or (e) of Education Code Section 48900 or that the student's presence causes a danger to persons. Other means of correction include, but are not limited to, those listed in Education Code Section 48900.5(b).

2. SUSPENSION AND EXPULSION POLICY

This Suspension and Expulsion Policy ("Policy") has been established in order to promote learning and protect the safety and well being of all students at the Charter School. In creating this Policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the noncharter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This Policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

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

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. For new students, this requirement can be fulfilled by providing parents and students with the approved Parent Student Handbook for Charter School at the time of enrollment. For continuing students, they will be provided with a copy of the Charter School's rules related to discipline, suspension and expulsion at the beginning of the school year.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

The Charter School will adhere to state laws prohibiting the use of seclusion and behavioral restraint techniques, except as allowed by law, in accordance with Education Code sections 49005 *et seq.*

If it is determined Independent Study is not in the best interest of the student, no student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster student's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the involuntary removal hearing procedures specified below for suspensions, before the effective date of the

action. If the student's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the involuntary removal hearing procedures specified below for suspensions, 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 pursuant to the procedures described below.

A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: 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.
- m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which 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 section, “hazing” does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat,

even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
 - s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
 - t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
 - u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, directed specifically toward a pupil or school personnel.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

- iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, 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:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
 - w) A pupil who voluntarily discloses their use of a tobacco product, controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure. (Education Code section 48901.1(b).)
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
- a) 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 designee.
3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: 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.
- m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which 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 section, “hazing” does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an

immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

- 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, 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:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical

violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
 - a) 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 designee.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this Policy.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedures

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay. A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice and other documents and related information.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

4. Homework

Upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two or more schooldays, the homework that the pupil would otherwise have been assigned.

If a homework assignment that is requested pursuant to the above, and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing.

If the student is a foster child, as defined in Education Code Section 48853.5, the written notice shall be forwarded to the student's educational rights holder, attorney, and county social worker at least ten (10) calendar days before the date of the hearing.

If the student is a homeless child or youth, as defined in Section 11434a(2) of Title 42 of the United States Code, the written notice shall be forwarded to the Charter School Liaison for homeless children and youth designated pursuant to Section 11432(g)(1)(J)(ii) of Title 42 of the United States Code at least ten (10) calendar days before the date of the hearing.

If the student is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall be forwarded to the student's tribal social worker and, if applicable, county social worker at least ten (10) calendar days before the date of the hearing.

Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings

can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The final decision by the Board of Directors shall be made within ten (10) school days following the conclusion of the hearing. However, if the Board does not meet on a weekly basis, its decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Principal or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student or parent/guardian. A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive an expulsion notice and other documents and related information. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Principal or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board of Directors' decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

N. Readmission Procedures

The following procedures shall be followed when a student enrolls or attempts to enroll at the Charter School, and the student is under a current expulsion order, has completed a term of expulsion with another school/school district, or has completed a term of expulsion from the Charter School.

Consistent with the procedures below, the Principal or designee will review the expulsion documents, meet with the student and parent or guardian, and make a recommendation to the Area Superintendent regarding whether the pupil has met the conditions of the rehabilitation plan and/or whether the pupil poses a danger to Charter School safety. The Principal or designee shall make a recommendation to the Area Superintendent for admission/readmission as follows:

Obtaining Expulsion Records

If the student was expelled from the Charter School, it will have the expulsion order on file. If the student has been expelled from another charter school or school district, records cannot be requested until the student has been enrolled. Per Education Code section 47605(e)(4)(B), a "charter school shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the charter school before enrollment."

If the parent or student voluntarily provides (without request) the expulsion paperwork, the Principal or designee should begin the readmission procedures.

If the parent or student does not voluntarily provide the documentation, but otherwise notifies the Charter School of an expulsion, then the Principal or designee should explain that after the student is enrolled and the Charter School obtains the records, the Principal or designee will meet again with the family to review the expulsion paperwork to discuss whether the Principal or designee recommends the student remains enrolled. Attendance will not begin unless the readmission process has been completed.

In some cases, the Principal or designee may become aware of an expulsion after a student begins attending because the parent/student did not disclose the expulsion and the records from the previous school are not timely provided. In such cases, the Principal or designee will contact the Area Superintendent to discuss whether it is appropriate or possible to deny enrollment and, if so, follow the readmission procedure. The Charter School will follow involuntary removal procedures.

Within five (5) school days of receiving a copy of the current expulsion order or recently completed term of expulsion, the Principal or designee will follow the procedures below.

Current Expulsion Order from Another School or School District

If the student is under a current expulsion order (term of expulsion has not expired), the Principal or designee shall recommend to the Area Superintendent to deny enrollment if:

- a. the offense for which the student was expelled falls within one of the mandatory offense categories under Education Code 48915(a) or (c). A student expelled for one of these offenses should seek enrollment in a county community school, juvenile court school, or community day school.
- b. the offense for which the student was expelled does not fall under Education Code 48915(a) or (c), but the student poses a potential danger to either the other students or employees of the Charter School.

If the answer to both (a) and (b) is no, the Principal or designee shall recommend to the Area Superintendent to grant enrollment. Nothing in this provision prevents the Principal or designee from developing a behavior plan or agreement for an enrolled student.

Recently Completed Term of Expulsion from Charter School or Another School or School District

If the expulsion from the Charter School or another school/school district has ended within the current semester and the student is attempting to enroll (re-enroll), the Principal or designee shall recommend to the Area Superintendent to deny enrollment if:

- a. the student failed to satisfy the terms of the rehabilitation plan; and/or
- b. the student poses a potential danger to either the other students or employees of the Charter School.

If the student poses a potential danger to either the other students or employees of the Charter

School, the Principal or designee shall recommend denying enrollment.

If the student failed to complete the terms of the rehabilitation plan but does not pose a danger to either the other students or employees of the Charter School, the Principal or designee may recommend either granting or denying enrollment.

If the student has satisfied the conditions of rehabilitation plan and does not pose a danger to Charter School safety, the Principal or designee shall recommend admission/readmission.

Area Superintendent Review

The Area Superintendent or a designee if the Area Superintendent is not available, shall consider the Principal or designee's recommendation and make a decision regarding enrollment within five (5) school days of receiving the recommendation. The Area Superintendent may but is not required to meet with the student and parents or guardian to make the final determination.

If the Area Superintendent grants enrollment, the student shall immediately be considered enrolled and may begin attending. The Principal or designee may but is not required to develop a behavior plan for the student.

If the Area Superintendent denies enrollment, the student may not enroll at the Charter School. The Area Superintendent's decision is final. The student must seek enrollment at another school or a school within their school district of residence.

O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

2. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

If the individual with exceptional needs is a foster child, as defined in Education Code Section 48853.5, and the Charter School has proposed a change of placement, the educational rights holder, attorney, and county social worker for the individual with exceptional needs shall be invited to participate in the IEP Team meeting that makes a manifestation determination pursuant to Section 1415(k) of Title 20 of the United States Code.

If the individual with exceptional needs is a homeless child or youth, as defined in Section 11434a(2) of Title 42 of the United States Code, and the Charter School has proposed a change of placement due to an act for which a decision to recommend expulsion is at the discretion of the Charter School administration, the School Liaison for homeless children and youth designated pursuant to Section 11432(g)(1)(J)(ii) of Title 42 of the United States Code shall be invited to participate in the IEP Team meeting that makes a manifestation determination pursuant to Section 1415(k) of Title 20 of the United States Code.

If the individual with exceptional needs is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, and the Charter School has proposed a change of placement, the tribal social worker and, if applicable, county social worker for the individual with exceptional needs shall be invited to participate in the IEP Team meeting that makes a manifestation determination pursuant to Section 1415(k) of Title 20 of the United States Code.

3. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

4. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or

- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

3. VOLUNTARY ENROLLMENT AND INVOLUNTARY REMOVAL PROCEDURES

Mission Academy is committed to ensuring the student's voluntary participation in and understanding of the independent study model to graduate or facilitate the student's transfer back

to a traditional program upon achievement of coursework goals or when the student is unwilling to continue at the school.

Mission Academy is committed to attempting interventions to assist and support students struggling to attend school and/or progress in the personalized learning model. The school uses the following tiered model to support the success of non-attending students:

- Tier 1: (General School Wide Attendance Support) Attendance is monitored, encouraged, and required. The student and parents receive phone calls from school staff for non-attendance.
- Tier 2: (Personalized Early Outreach) Non-attending students and their parents are contacted by a caring school administrator, school counselor, or a Student Retention Support provider to establish an Attendance Intervention Meeting (AIM). The meeting addresses possible barriers to assignment completion. Students and parents are provided resources and support to promote student attendance.
- Tier 3: (Coordinated School and Interagency Response) Students are considered chronically absent at this point. The school will notify students and guardians of the requirement to transition the student back to the school district of residence. Mission Academy will assist in the process of transitioning the student to the school district of residence. (Note, for special education students, Tier 3 will include scheduling and holding an amendment IEP meeting to discuss the student's academic progress prior to a recommendation to transition back to the school of residence.)

The Personalized Learning Policy (see **Exhibit A**) specifies that a student cannot be involuntarily removed from Independent Study unless it is determined that it is not in their best interest. In such cases, the student's parent or guardian must be provided with written notice of intent to remove the student at least five school days before the effective date of the action. The notice must be in the pupil's or their parent's native language, or the language of the homeless or foster child's educational rights holder, if applicable. The notice must also inform the pupil and their relevant parties of the right to initiate an involuntary removal hearing before the effective date of the action. If an involuntary removal hearing is initiated, the student will remain enrolled and cannot be removed until Mission Academy issues a final decision. The hearing and decision will follow the same procedures as outlined in the school's discipline policy and procedures. "Involuntarily removed" includes disenrollment, dismissal, transfer, or termination, but not suspension. Foster children and Indian children have the same rights as a parent or guardian to receive notices and information related to suspension, expulsion, manifestation determination, involuntary transfer, and other documents.

Parents and students must sign the Parent-Student Handbook Acknowledgement Form upon enrollment, which confirms their understanding of the school attendance requirements and Personalized Learning Policy, including involuntary removal procedures. The Independent Study Agreement also details the student's responsibilities for attendance and completing assignments. A sample Independent Study Agreement and the Parent-Student Handbook are included in **Exhibits G and M**.

ELEMENT K: EMPLOYEE RETIREMENT

Governing Law: The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(c)(5)(K).

All employees at Mission Academy participate in the federal social security system. Additionally, Mission Academy offers a 403b Retirement Savings Plan to all eligible employees. Mission Academy does not offer PERS or STRS benefits to employees.

Mission Academy informs all applicants for positions within Mission Academy of the Retirement Program options for employees of Mission Academy. The Superintendent, Area Superintendent or designee is responsible for ensuring that mandatory deductions and contributions are made for all employees.

ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(c)(5)(L).

No student may be required to attend Mission Academy. Students who choose not to attend Mission Academy may attend a school within their school district of residence or another district according to the district's intra- and inter-district policies. Parents and guardians of each student enrolled in Mission Academy are informed in the Parent-Student Handbook that students have no right to admission to a particular school of a local education agency as a consequence of enrollment in Mission Academy, except to the extent that such a right is extended by the local education agency.

ELEMENT M: EMPLOYEE RIGHTS TO RETURN

Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and any rights of return to the school district after employment at a charter school. Education Code Section 47605(c)(5)(M).

No employee of the District shall be required to work at Mission Academy. Employees of the District who choose to leave employment of the District to work at Mission Academy will have no automatic rights of return to the District after employment by Mission Academy unless specifically granted by the District through a leave of absence or other agreement. Mission Academy employees shall have any right upon leaving the District to work in Mission Academy that the District may specify, any rights of return to employment in the District after employment in Mission Academy that the District may specify, and any other rights upon leaving employment to work in Mission Academy that the District determines to be reasonable and not in conflict with any law.

All employees of Mission Academy are considered the exclusive employees of Mission Academy and not of the District. Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to Mission Academy. Employment by Mission Academy provides no rights of employment at any other entity, including any rights in the case of closure of Mission Academy.

ELEMENT N: DISPUTE RESOLUTION PROCEDURES

Governing Law: The procedures to be followed by the charter school and the charter authority to resolve disputes relating to provisions of the charter. Education Code Section 47605(c)(5)(N).

A. Disputes Between the District and Mission Academy

Mission Academy recognizes that it cannot bind the District to a dispute resolution procedure to which the District does not agree. The following policy is intended as a starting point for a discussion of dispute resolution procedures. Mission Academy is willing to consider changes to the process outlined below as suggested by the District and shall follow all applicable dispute resolution procedures as set forth in the MOU between Mission Academy and the District.

In the event of a dispute between Mission Academy and the District relating to provisions of the charter, as required pursuant to Education Code Section 47605(c)(5)(N), Mission Academy staff and Board and the District agree to first frame the issue in written format (“dispute statement”) and to refer the issue to the District Superintendent and Mission Academy Superintendent, Area Superintendent, or their respective designees.

In the event that the District Board believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, Mission Academy requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the District’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations, and shall not apply to any controversy or claim that is in any way related to revocation of the Mission Academy charter.

The District Superintendent and Mission Academy Superintendent, Area Superintendent, or their respective designees shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two governing Board members from their respective Boards who shall jointly meet with the District Superintendent and Mission Academy Superintendent, Area Superintendent, or their respective designees, and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the District Superintendent and Mission Academy Superintendent, Area Superintendent, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the District Superintendent and Mission Academy Superintendent, Area Superintendent, or their respective designees, and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the mediator shall be non-binding, unless the Board of Mission Academy and the District Board jointly agree to bind themselves.

The costs of the mediator shall be split equally between the District and Mission Academy. If mediation does not resolve the dispute either party may pursue any other remedy available under

the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and Mission Academy.

B. Internal Disputes

Disputes arising from within Mission Academy, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and Mission Academy Board members shall be resolved pursuant to policies and processes developed by Mission Academy. Mission Academy maintains an internal dispute resolution process to be used for all internal disputes related to Mission Academy's operations. Mission Academy also maintains a Uniform Complaint Policy and Procedures as required by state law.

The District agrees not to intervene or become involved in the dispute unless the dispute has given the District Board reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the Mission Academy Board has requested the District to intervene in the dispute. The District shall refer any complaints or reports regarding complaints or disputes concerning Mission Academy to the Mission Academy Board, Superintendent, or Area Superintendent for resolution in keeping with Mission Academy's policies.

ELEMENT O: CLOSURE PROCEDURES

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(c)(5)(O).

Closure of Mission Academy will be documented by official action of the Board. The action will identify the reason for closure. The official action will also identify the Superintendent, Area Superintendent or designee as the person responsible for closure-related activities.

Mission Academy will promptly notify parents and students of Mission Academy, the District, the Los Angeles County Office of Education, Mission Academy's SELPA, the retirement systems in which Mission Academy's employees participate (e.g., federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

Mission Academy will ensure that the notification to the parents and students of Mission Academy of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close Mission Academy.

Mission Academy will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Superintendent, Area Superintendent or designee will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. Mission Academy shall work with the District to determine a suitable arrangement for transfer and location of storage of student records.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the Superintendent, Area Superintendent or designee for closure-related activities in accordance with applicable law.

As soon as reasonably practical, Mission Academy will prepare final financial records. Mission Academy will also have an independent audit completed within six months after closure. Mission Academy will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by Mission Academy and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an

accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to Mission Academy.

Mission Academy will complete and file any annual reports required pursuant to Education Code section 47604.33.

Upon closure of Mission Academy, all assets of Mission Academy, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Mission Academy remain the sole property of the Alta Vista Public Charter, Inc. nonprofit public benefit corporation, and, upon dissolution of the Alta Vista Public Charter, Inc. nonprofit public benefit corporation, shall be distributed in accordance with the Articles of Incorporation. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

Upon closure, Mission Academy shall remain solely responsible for all liabilities arising from the operation of Mission Academy.

As Mission Academy is operated by a non-profit public benefit corporation, should Alta Vista Public Charter, Inc. dissolve with the closure of Mission Academy, the Board shall follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the budget in **Exhibit W**, Mission Academy shall utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

MISCELLANEOUS CHARTER PROVISIONS

A. Budget

Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(h).

Attached in **Exhibit W**, please find the following documents:

- Financial projections for three years of operation
- Plans for establishment of a reserve
- LCFF budget calculator (FCMAT)
- Budget assumptions/narrative
- Additional documents required by AADUSD

B. Financial Reporting

Mission Academy shall annually prepare and submit the following reports to the District in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the District:

- On or before July 1, a preliminary budget.
- On or before July 1, a local control and accountability plan and an annual update (LCAP) required pursuant to Education Code Section 47606.5.
- On or before December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of Mission Academy's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Office of Education.
- On or before March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- On or before September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all Mission Academy's receipts and expenditures for the preceding fiscal year.
- Any additional financial or other reporting requirements.

Mission Academy shall provide reporting to the District as required by law and as requested by the District including, but not limited to, the following: California Basic Educational Data System (CBEDS), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card (SARC) (see **Exhibit X**), and the LCAP (see **Exhibit P**).

Mission Academy agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, Mission Academy shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

C. Insurance and Risk Management

Mission Academy has acquired and financed general liability, worker's compensation, and other necessary minimum insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts are based on recommendations provided by Mission Academy's insurer. The District is named as an additional insured on the general liability insurance policy of Mission Academy (see **Exhibit Y**).

Mission Academy shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury," "property damage," "advertising injury," and "personal injury," including, but not limited to, coverage for products and completed operations, in an amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. This coverage will be on an occurrence basis. Additionally, Excess Liability and/or Umbrella coverage shall be procured in the amount of not less than \$5,000,000 per occurrence.

PROPERTY insurance and/or coverage, which shall include: Fire Legal Liability, to protect against liability for portions of premises leased or rented, and Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School. If any District property is leased, rented or borrowed, it shall also be insured by the Charter School in the same manner as above.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$1,000,000 per accident and \$3,000,000 aggregate. Limits may be made up in the form of Excess and/or Umbrella policies.

WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits and Employer's Liability Insurance with limits of not less than \$1,000,000/\$1,000,000/\$1,000,000.

PROFESSIONAL LIABILITY insurance and/or coverage, in an amount not less than \$1,000,000 per "claim" with an aggregate policy limit of \$3,000,000.

ERRORS AND OMISSIONS insurance and/or coverage providing coverage for Directors and Officers including educators' legal liability and error and omissions in an amount not less than \$2,000,000 per "claim" with an aggregate policy limit of \$2,000,000.

The commercial general liability insurance shall: (a) be endorsed to name the District and its Board of Trustees, Board members, officers, administrators, and employees(collectively hereinafter the "District and District Personnel") as additional insureds in connection with the obligations with this charter; (b) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the District and District Personnel shall be in excess of Charter School's insurance and/or coverage required by the foregoing provisions of this Charter and shall not contribute with the primary insurance and/or coverage to be provided by Charter; (c) all insurance and coverage shall be on an "occurrence" basis rather than a "claims made" basis, except Errors and Omissions for Directors including educators' legal liability insurance and/or coverage, which may be on a "claims made" basis; and (d) all insurance and coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this charter shall state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without ten (10) days' prior written notice to the District by U.S. Mail or by electronic delivery.

VERIFICATION OF COVERAGE

Mission Academy shall provide the District Certificates of Insurance showing proof of the aforementioned insurance policies, which shall be received by the District within thirty (30) days of the approval of the charter and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents.

D. Administrative Services

Governing Law: The petitioner or petitioners shall provide information regarding the manner in which administrative services of the charter school are to be provided. Education Code Section 47605(h).

Mission Academy contracts with LLAC for administrative, business, and specified educational services, and does not anticipate purchasing support services from AADUSD. Under the terms of Mission Academy's contracts with LLAC, LLAC is paid a fee for the services provided by LLAC to Mission Academy. The services provided by LLAC include, without limitation, back office, academic, special education, financial, marketing, and administrative support services from LLAC at its office located at 177 Holston Drive, Lancaster, CA 93535. The current LLAC Administrative Services Agreement and Educational Services Agreement are included in **Exhibit D**. Additional information is also provided in the "**Lifelong Learning Administration Corporation**" sections at the beginning of this charter petition.

In contracting and all other operations, Mission Academy shall follow its board-adopted fiscal and accounting policies and procedures (see **Exhibit Z**). Mission Academy shall ensure that all contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Mission Academy shall approve only responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement, and in compliance with conflict of interest laws. Consideration will be given to matters such as contractor integrity, level of expertise, compliance with public policy, record of past performance, and financial and technical resources.

E. Facilities

Governing Law: The petitioner or petitioners shall provide information regarding the facilities used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. Education Code Section 47605(h).

As a virtual learning program, Mission Academy does not at this time intend to utilize facilities, resource centers or sites to serve students enrolled in the school. MA does not intend to request the use of District-owned facilities.

F. Transportation

Mission Academy provides transportation to special education students whose transportation is mandated by their Individualized Education Program, or as otherwise required by applicable law.

G. Governing Body of Charter School

Governing Law: If the charter school is to be operated by, or as, a nonprofit public benefit corporation, the petitioner shall provide the names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school. Education Code Section 47605(h).

See **Element D: Governance Structure**, above.

H. Potential Civil Liability Effects

Governing Law: The petitioner or petitioners shall provide information regarding any potential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(h).

Mission Academy is operated by Alta Vista Public Charter, Inc., a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an authority that grants a charter to a charter school to be operated by or as a nonprofit public benefit corporation is not liable for the debts or obligations of Mission Academy, or for claims arising from the performance of acts, errors, or

omissions by Mission Academy if the authority has complied with all oversight responsibilities required by law. Mission Academy agrees to indemnify the District against civil liability claims arising from Mission Academy's actions or inactions under the charter. Mission Academy shall work diligently to assist the District in meeting any and all oversight obligations under the law, including regular meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of Mission Academy.

Further, Mission Academy entered into an MOU with the District, which it intends to renew with the District for the term of this charter, to outline the agreement of Mission Academy and the District which governs, among other things, the parties' respective fiscal and administrative responsibilities, legal relationship, and operation of Mission Academy.

The corporate bylaws of Alta Vista Public Charter, Inc. provide for indemnification of the Mission Academy Board, officers, agents, and employees, and as described above Mission Academy has obtained general liability insurance and Directors and Officers insurance to secure against financial risks. As stated above, the District is named an additional insured on the general liability insurance of Mission Academy. The Mission Academy Board also institutes appropriate risk management practices as discussed herein, including screening of employees, establishing a code of conduct for students, and dispute resolution.



EXHIBIT A

California School Dashboard

English Language Arts Indicator Student Group Five-by-Five Placement

Mission Academy (Lancaster, CA)
Acton-Agua Dulce Unified

[Return to Search](#)
[View the Dashboard Report](#)
[View District Placement](#)

English Language Arts Indicator - Student Group Five-by-Five Placement

Reporting Year: 2024

Select a Report: 5x5 English Language Arts Placement Report (Grades 3-8 and 11)

[View Detailed Data](#)

LEVEL	DECLINED SIGNIFICANTLY <i>from Prior Year (by more than 15.1 points)</i>	DECLINED <i>from Prior Year (by 3.0 to 15.0 points)</i>	MAINTAINED <i>from Prior Year (declined or increased by less than 2.9 points or fewer)</i>	INCREASED <i>from Prior Year (by 3.0 to 14.9 points)</i>	INCREASED SIGNIFICANTLY <i>from Prior Year (by 15.0 points or more)</i>
VERY HIGH (HIGHEST STATUS) <i>+45.0 points or more Current Year</i>	Green (None)	Green (None)	Blue (None)	Blue (None)	Blue (None)

HIGH +10.0 to +44.9 points in Current Year	Green (None)	Green (None)	Green (None)	Green (None)	Blue (None)
MEDIUM -5.0 to +9.9 points in Current Year	Yellow (None)	Yellow (None)	Yellow (None)	Green (None)	Green (None)
LOW -5.1 to -70.0 points in Current Year	Orange (None)	Orange (None)	Orange (None)	Yellow (None)	Yellow ▪ All Students (School Placement) ▪ Socioeconomically Disadvantaged
VERY LOW (LOWEST STATUS) -70.1 points or lower in Current Year	Red (None)	Red (None)	Red (None)	Orange ▪ Hispanic	Orange (None)

Note: Because the local control funding formula (LCFF) treats charter schools as districts, they are not displayed on their district's Placement report. (The only exception to this rule is when a district oversees only charter schools.)

Viewing the district 5x5 tables by school type adds cut scores to the status and change labels, however, the district placement may not be held to the school type cut scores shown. District placement is kept on the 5x5 table for reference purposes only.

Total Number of Student Groups in Each Performance Level

All Student Groups	Red	Orange	Yellow	Green	Blue
2	0	1	1	0	0

Mathematics Indicator
Student Group Five-by-Five Placement

Mission Academy (Lancaster, CA)
Acton-Agua Dulce Unified

[Return to Search](#)
[View the Dashboard Report](#)
[View District Placement](#)

Mathematics Indicator - Student Group Five-by-Five Placement

Reporting Year: 2024

Select a Report: 5x5 Mathematics Placement Report (Grades 3-8 and 11)

[View Detailed Data](#)

LEVEL	DECLINED SIGNIFICANTLY <i>from Prior Year (by 15.1 points or more)</i>	DECLINED <i>from Prior Year (by 3.0 to 15.0 points)</i>	MAINTAINED <i>from Prior Year (declined increased by 2.9 points or fewer)</i>	INCREASED <i>from Prior Year (by 3.0 to 14.9 points)</i>	INCREASED SIGNIFICANTLY <i>from Prior Year (by 15.0 points or more)</i>
VERY HIGH (HIGHEST STATUS) <i>+35.0 points or more in Current Year</i>	Green (None)	Green (None)	Blue (None)	Blue (None)	Blue (None)

HIGH <i>0.0 to +34.9 points in Current Year</i>	Green (None)	Green (None)	Green (None)	Green (None)	Blue (None)
MEDIUM <i>-0.1 to -25.0 points in Current Year</i>	Yellow (None)	Yellow (None)	Yellow (None)	Green (None)	Green (None)
LOW <i>-25.1 to -95.0 points in Current Year</i>	Orange (None)	Orange (None)	Orange (None)	Yellow (None)	Yellow (None)
VERY LOW (LOWEST STATUS) <i>-95.1 points or fewer in Current Year</i>	Red (None)	Red (None)	Red (None)	Orange (None)	Orange ▪ All Students (School Placement) ▪ Socioeconomically Disadvantaged ▪ Hispanic

Note: Because the local control funding formula (LCFF) treats charter schools as districts, they are not displayed on their district's Placement report. (The only exception to this rule is when a district oversees only charter schools.)

Viewing the district 5x5 tables by school type adds cut scores to the status and change labels, however, the district placement may

not be held to the school type cut scores shown. District placement is kept on the 5x5 table for reference purposes only.

Total Number of Student Groups in Each Performance Level

All Student Groups	Red	Orange	Yellow	Green	Blue
2	0	2	0	0	0

**English Language Arts
and Mathematics
Participation Rate Report for 2024**



Mission Academy (Lancaster, CA)

Acton-Agua Dulce Unified

[Return to Search](#)

Reporting Year: 2024 ▼

[View other reports for this School](#)

This report displays the percent of students tested by content area. The Every Student Succeeds Act requires districts and schools to test at least 95 percent of all students and student groups in English language arts and mathematics. It also requires states to factor the participation rate into the Academic Indicator. If a district, school, or student group does not meet the 95% participation rate target, the Distance from Standard (DFS) value for the Academic Indicator is adjusted downward.

English Language Arts Participation Rate Report for 2024

[View/Download Data Files and Layouts](#)

Student Group	Number of students included in the participation rate denominator in 2024	Number of students tested in 2024	** Percent of students tested in 2024	Number of students included in the participation rate denominator in 2023	Number of students tested in 2023	** Percent of students tested in 2023
All Students	246	242	98%	230	196	85%
English Learners	40	40	100%	28	24	86%
Long-Term English Learners	24	24	100%	16	13	81%

Foster Youth	2	2	100%	4	4	100%
Homeless	8	7	88%	11	7	64%
Socioeconomically Disadvantaged	192	189	98%	171	144	84%
Students with Disabilities	48	47	98%	35	29	83%
African American	24	23	96%	21	17	81%
Asian	1	1	100%	5	5	100%
Filipino	1	1	100%	2	2	100%
Hispanic	167	166	99%	150	129	86%
White	41	39	95%	32	25	78%
Two or More Races	6	6	100%	10	9	90%

Double-dash (--) = Not Applicable or student group not present in the denominator.

** Whole number rounding is used for the participation rate.

Mathematics Participation Rate Report for 2024

Student Group	Number of students included in the participation rate denominator in 2024	Number of students tested in 2024	** Percent of students tested in 2024	Number of students included in the participation rate denominator in 2023	Number of students tested in 2023	** Percent of students tested in 2023
All Students	246	242	98%	230	194	84%
English Learners	40	40	100%	28	24	86%

Long-Term English Learners	24	24	100%	16	13	81%
Foster Youth	2	2	100%	4	4	100%
Homeless	8	7	88%	11	7	64%
Socioeconomically Disadvantaged	192	189	98%	171	142	83%
Students with Disabilities	48	47	98%	35	26	74%
African American	24	23	96%	21	17	81%
Asian	1	1	100%	5	5	100%
Filipino	1	1	100%	2	2	100%
Hispanic	167	166	99%	150	128	85%
White	41	39	95%	32	25	78%
Two or More Races	6	6	100%	10	9	90%

Double-dash (--) = Not Applicable or student group not present in the denominator.

** Whole number rounding is used for the participation rate.

**Summative ELPAC and Summative
Alternate ELPAC Participation Rate
Report for 2024**



Mission Academy (Lancaster, CA)

Acton-Agua Dulce Unified

[Return to Search](#)

Reporting Year: 2024 ▼

[View other reports for this School](#)

[View/Download Data Files and Layouts](#)

Summative ELPAC and Summative Alternate ELPAC Participation Rate Report for 2024

This report displays the percent of English Learner (EL) students tested on the Summative English Language Proficiency Assessments for California (ELPAC) and Summative Alternate ELPAC. The state, local educational agencies (LEAs) and schools that fail to meet the participation rate criteria by not testing at least 95 percent of their K–12 EL population on the Summative ELPAC and Summative Alternate ELPAC are assigned a participation rate penalty. The number of students needed to meet the 95 percent participation rate threshold is counted as not making progress in the English Learner Progress Indicator (ELPI) status calculation.

Please note that, beginning with the 2024 Summative ELPAC and Summative Alternate ELPAC Participation Rate Report, the format of the report has been updated from prior years to accommodate the reporting of participation rate for long-term English Learners.

Student Group	Current Year Students Enrolled During Testing Window	Current Year Students Tested on Summative ELPAC	Current Year Students Tested on Summative Alternate ELPAC	Current Year Total Number of Students Tested	Current Year ELPAC Participation Rate	Current Year Tested Less than 95%	Prior Year Students Enrolled During Testing Window	Prior Year Students Tested on Summative ELPAC	Prior Year Students Tested on Summative Alternate ELPAC	Prior Year Total Number of Students Tested	Prior Year ELPAC Participation Rate	Prior Year Tested Less than 95%
English Learners	92	89		89	96.7		65	62		62	95.4	
Long-Term English Learners	78	75		75	96.2		57	54		54	94.7	Y

Dashboard Alternative School Status (DASS) One-Year Graduation Rate Report

Dashboard Additional Report - Graduation Rate

Mission Academy (Lancaster, CA)

Acton-Agua Dulce Unified

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Reporting Year: **Reporting Type:**

Dashboard Alternative School Status (DASS) One-Year Graduation Rate Report

Beginning with the 2022 California School Dashboard (Dashboard), the DASS one-year graduation rate is being reported for informational purposes for DASS schools only to provide this critical data for local planning and analyses. With the denial of California's waiver in 2022 by the U.S. Department of Education to continue the use of the DASS one-year graduation rate and modified methods, this rate is no longer being used to determine DASS high schools for Comprehensive Support and Improvement (CSI) and Additional Targeted Support and Improvement (ATSI). Rather, the combined four- and five-year graduation rate is now applied. For more information on the combined four- and five-year graduation rate for all schools, including DASS schools, please refer to the California Department of Education (CDE) Graduation Rate Indicator flyer at <https://www.cde.ca.gov/ta/ac/cm/documents/graduationrate.pdf>.

► [Read more about this report](#)

This report includes the DASS one-year graduation rate.

- Number of Students in the Graduation Rate: This field reflects the number of students who graduated in 2023-24 plus students in grade 12 who did not graduate in 2023-24.
- Number of Graduates: This field reflects the number of students who met the DASS one-year graduation rate criteria and graduated at the end of 2023-24.
- Graduation Rate: This field is the result of dividing the "Number of Graduates" by the "Number of Students in the Graduation Rate."

Note: An asterisk (*) indicates that the student group consists of less than 11 students, the minimum size for reporting.

Graduation Rate by Student Group

Student Group	Number of Students in the Graduation Rate	Number of Graduates	Graduation Rate
All Students	171	165	96.5%
English Learners	8	*	*
Long-Term English Learners	5	*	*
Foster Youth	5	*	*
Homeless	13	13	100.0%
Socioeconomically Disadvantaged	129	124	96.1%
Students with Disabilities	25	25	100.0%
African American	16	16	100.0%
American Indian or Alaska Native	1	*	*
Asian	3	*	*
Filipino	2	*	*
Hispanic	103	98	95.1%
Native Hawaiian or Pacific Islander	2	*	*
White	30	30	100.0%
Two or More Races	4	*	*

Dashboard Alternative School Status (DASS) Combined Four and Five Year Graduation Rate Report

Dashboard Additional Report - Graduation Rate

Mission Academy (Lancaster, CA)

Acton-Agua Dulce Unified

[Return to Search](#)

[View other reports for this school](#)

[Download Data](#)

Reporting Year: 2024 Reporting Type:
Combined Four-and Five-Year Graduation Rate

Combined Four- and Five-Year Graduation Rate Report

This report displays graduation rates that were calculated using Dashboard rules. While this data is similar to the Four-Year Cohort data on DataQuest, the data are not comparable. For the differences between this report and the reports on DataQuest, please refer to this data [crosswalk](#).

Read more about this report

Graduation Rate by Student Group

Student Group	Number of Students in the Graduation Rate	Number of Graduates	Number of Fifth Year Graduates	Graduation Rate
All Students	261	103	37	39.5%
English Learners	29	6	2	20.7%
Long-Term English Learners	25	4	2	16.0%
Foster Youth	14	6	2	42.9%
Homeless	31	10	5	32.3%
Socioeconomically Disadvantaged	222	87	31	39.2%
Students with Disabilities	48	16	7	33.3%

African American	25	10	4	40.0%
Asian	4	*	1	*
Filipino	2	*	0	*
Hispanic	156	58	21	37.2%
White	58	25	7	43.1%
Two or More Races	5	*	0	*

School Graduation Rate Compared to District and State

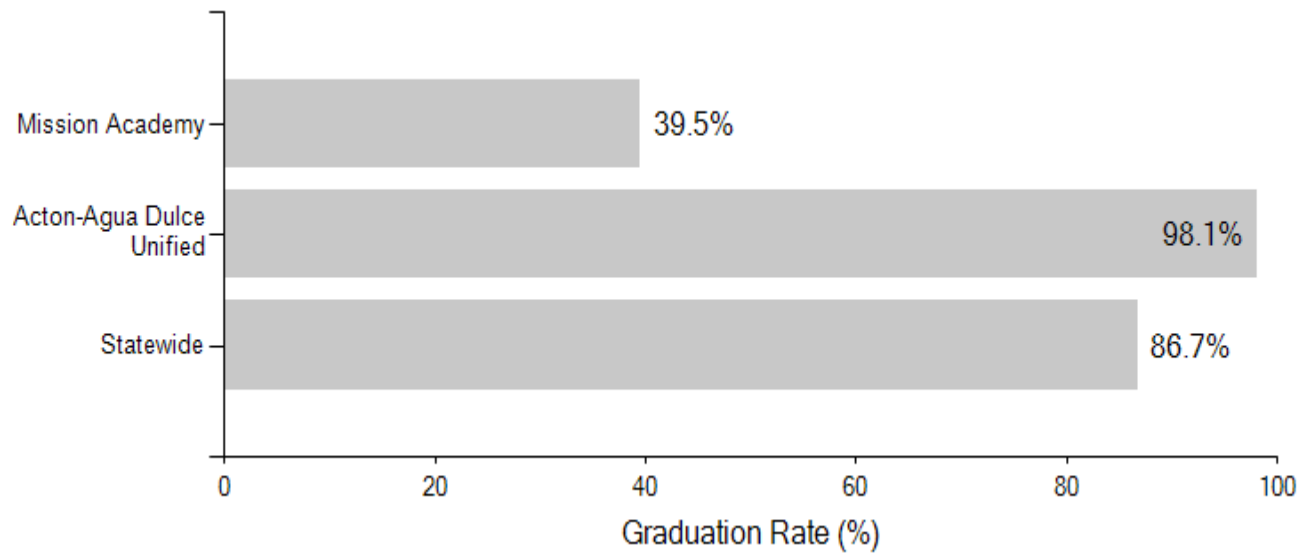




EXHIBIT B

Mission Academy Comparison Data

2023-24 Mission Academy Comparison Data by SBAC Results

Los Angeles County DASS Charter Schools--ALL Students Meeting/Exceeding Standards

CDE DataQuest--<https://caaspp-elpac.ets.org/>

District	School	ELA	Math
Acton-Agua Dulce Unified	Mission Academy (Grades 6-8, 11) DASS	23.55%	8.68%
Los Angeles County Office of Education	North Valley Military Institute College Preparatory Academy (Grade 11) DASS	...	...
Los Angeles County Office of Education	Da Vinci RISE High (Grade 11) DASS	16.21%	4.88%
Antelope Valley Union High	Desert Sands Charter (Grade 11) DASS	31.62%	3.68%
Baldwin Park Unified	Opportunities for Learning - Baldwin Park (Grade 11) DASS	47.06%	11.76%
Centinela Valley Union High	Family First Charter (Grade 11) DASS	14.29%	0.00%
Centinela Valley Union High	New Opportunities Charter (Grade 11) DASS	...	...
Duarte Unified	Opportunities for Learning - Duarte (Grades 7-8, 11) DASS	31.82%	9.23%
Duarte Unified	Options For Youth - Duarte, Inc (Grades 8, 11) DASS	38.12%	9.26%
Long Beach Unified	Clear Passage Educational Center (Grade 11) DASS	...	...
Los Angeles Unified	New Village Girls Academy (Grade 11) DASS	10.00%	0.00%
Los Angeles Unified	Matrix for Success Academy (Grade 11) DASS	10.96%	1.47%
Palmdale Elementary	Antelope Valley Learning Academy (Grade 3-8, 11) DASS	26.16%	5.73%
Pasadena Unified	Learning Works (Grade 11) DASS	7.28%	3.70%
Pomona Unified	School of Extended Educational Options (Grade 3-8, 11) DASS	36.92%	28.83%
William S. Hart Union High	Mission View Public (Grades 8, 11) DASS	30.43%	4.35%
William S. Hart Union High	DASS	36.07%	12.74%
San Gabriel Unified	Options for Youth San Gabriel (Grades 7-8, 11) DASS	36.07%	12.74%
Acton-Agua Dulce Unified	SIATech Academy South (Grade 11) DASS	38.09%	2.38%
Acton-Agua Dulce Unified	Empower Generations (Grade 11) DASS	18.18%	0.00%
Acton-Agua Dulce Unified	Options for Youth-Acton (Grades 8, 11) DASS	38.86%	6.09%
Acton-Agua Dulce Unified	Assurance Learning Academy (Grade 11) DASS	23.12%	3.32%

KEY: ... In order to protect student privacy, data is suppressed because fewer than 11 students tested.

2024-25 Mission Academy Comparison Data by Subgroup

Los Angeles County DASS Charter Schools Only

CDE DataQuest <https://www.cde.ca.gov/ds/ad/dataquest.asp>

LA County DASS Charters	EL/RFEP	Foster Youth	Homeless Youth	Migrant Education	Students with Disabilities	Socio-Economically Disadvantaged	Total Enrollment	EL	RFEP
Mission Academy DASS	39.5%	1.4%	5.6%	0.0%	18.9%	79.7%	694	11.7%	27.8%
North Valley Military Institute College Preparatory Academy DASS	...	...	...	...	...	...	...	...	...
Da Vinci RISE High DASS	38.4%	19.2%	3.6%	0.0%	38.9%	92.2%	167	14.4%	24.0%
Desert Sands Charter DASS	29.7%	3.0%	3.6%	0.0%	21.6%	79.6%	727	10.6%	19.1%
Opportunities for Learning - Baldwin Park DASS	41.1%	0.5%	1.8%	0.0%	16.9%	86.8%	219	11.4%	29.7%
Family First Charter DASS	5.1%	0.0%	0.0%	0.0%	0.3%	55.5%	605	1.8%	3.3%
New Opportunities Charter DASS	6.6%	0.0%	0.0%	0.0%	0.6%	63.0%	349	0.9%	5.7%
Opportunities for Learning - Duarte DASS	37.5%	0.4%	2.2%	0.0%	23.2%	77.2%	224	17.0%	20.5%
Options For Youth - Duarte, Inc. DASS	41.3%	1.5%	3.5%	0.0%	18.6%	87.4%	3369	13.7%	27.6%
Clear Passage Educational Center DASS	55.9%	0.0%	8.5%	0.0%	8.5%	94.9%	59	22.0%	33.9%
New Village Girls Academy DASS	60.5%	14.0%	25.6%	2.3%	25.6%	97.7%	86	16.3%	44.2%
Matrix for Success Academy DASS	78.0%	0.8%	14.3%	0.0%	17.0%	94.2%	259	26.3%	51.7%
Antelope Valley Learning Academy DASS	36.0%	2.1%	2.8%	0.0%	22.0%	87.2%	1059	12.8%	23.2%
Learning Works DASS	41.5%	7.1%	9.0%	0.0%	39.2%	78.3%	212	19.3%	22.2%
School of Extended Educational Options DASS	21.1%	0.7%	9.4%	0.0%	6.9%	73.6%	1204	9.1%	12.0%
Mission View Public DASS	40.4%	3.1%	5.9%	0.0%	26.3%	74.9%	255	11.4%	29.0%
Opportunities for Learning - William S. Hart DASS	18.9%	0.6%	5.2%	0.0%	24.6%	64.7%	464	3.4%	15.5%
Options for Youth San Gabriel DASS	34.9%	0.0%	0.8%	0.0%	16.8%	79.9%	244	15.2%	19.7%
SIATech Academy South DASS	49.5%	0.0%	3.1%	0.0%	5.7%	85.6%	194	7.7%	41.8%
Empower Generations DASS	12.4%	1.2%	9.9%	0.0%	34.6%	85.2%	81	6.2%	6.2%
Options for Youth-Acton DASS	32.0%	1.2%	2.9%	0.0%	15.9%	84.1%	2171	12.3%	19.7%
Assurance Learning Academy DASS	51.7%	1.7%	6.2%	0.0%	20.3%	86.0%	3014	14.6%	37.1%



EXHIBIT C

Resumes for Mission Academy Leadership



Shellie Hanes

Vision

My vision for the Superintendent of Schools for the Learn4Life and Elev8 Online consortium of schools, is to be a driver of student achievement, staff development and continue to build the network. I have the skills to foster a positive educational opportunity where staff, students, and parents, all share the common goal of not only achieving high academic standards, but also developing the student as a whole. It is my goal to be a unifying agent between LifeLong Learning, Elev8, and Learn4Life. It is my goal to approach this role with passion, creativity and success. Working together, we will empower students to be of good character and be active, productive members of society.

Education

2020-Pres Doctorate in Organizational Leadership-CA Coast University

2010-2012 Masters in Educational Administration-CSU, Bakersfield

Administrative Credential-CSU, Bakersfield

2001-2002 California Clear Multiple Subject Teaching Credential

w/ CLAD Certificate, Chapman University

1999-2001 Bachelor of Arts, Chapman University

Major: Social Science Emphasis: Organizational Leadership

Experience

2023-Current Superintendent of Schools, Learn4Life

2019-2023 Area Superintendent, North Region, Learn4Life

2017-2019 Director of Student Services, North Region, Learn4Life

2015-2017 Principal, Crescent Valley Public Charter, Kings Valley Academy

2013-2015 Assistant Principal, Crescent Valley Public Charter, Crescent View South

2011-2013 District Academic Technology Coach, Corcoran USD

2007-2011 6th grade and AVID Teacher, John Muir Middle School, Corcoran USD

2007-2008 Master Teacher, CalState TEACH, California State University, Fresno

2006-2011 BTSA Support Provider, Kings County Office of Education

2003-2007 5th Grade Teacher, Mark Twain School, Corcoran USD

2002-2003 4th-7th Grade Teacher, California Charter Academy, San Bernardino County SD

1999-2002 Opportunity/Community School, Corcoran USD

Memberships

CUE Member-10 years

CCSA-California Charter School Association- 9 years

ACSA-Association of California School Administrators-15 years

CERA-California Educational Research Association-2 years

Professional Development Presentations

Georgia Southern University- National Conference on School Culture (June, 2023)

Professional Development Trainer for Grades K-12

Topics: 21st Century Skills

All Google Apps for Ed Applications

Technology Integration K-12

SAMR Model for Integrating Technology

Classroom Management Using 1:1 Devices

Writing: Everyday, Every Discipline

Strategies for Fluency

iPad App usage: Kids Creating Content Using Evernote, Storykit, Splashtop, Pages, Keynote, iMovie, etc..

Thinking Maps

LMS-Schoology, Moodle

Step Up to Writing

Apple, Inc. Trainer

Topics: 1:1 iPad & MacBook Devices-Management, Apps, Pedegogy

ACSA Presenter-Lead 3.0

Topics: District Wide 1:1 Devices-Developing 21st Century Learners

California League of Middle School Common Core, ELL, and Technology Conference

Topic: What Role Does Technology Play in a 1:1 Common Core District

Palm Springs CUE Presenter

Topic: Technology in a Common Core Classroom

Kern County CUE Presenter

Topic: District Wide 1:1 Devices

Corcoran iINSPIRE! Technology Bootcamp Developer and Presenter

Topics: Diverse EdTech classroom strategies using 1:1 iPads and Mac

Clovis Unified Technology Bootcamp Presenter

Topic: iPad Basics, How to actively engage students through the use of the iPad.

BTSA-Kings County Office of Education Network Meetings

Topic: Data Dig-What do the state's findings mean to you? Conducted exit interviews to evaluate progress of induction standards.



LINDSAY REESE

Area Superintendent

PROFILE

With over 20 years of experience in charter education, I am passionate about at-promise and underserved youth. I believe it only takes one person to change the life of a student.

CONTACT

EMAIL:
lreese@learn4life.org

HOBBIES

Reading
Anything outdoors and in the sun
Playing with my kids
Cooking

SKILLS

Strategic problem solver
Strong coaching and mentoring skills
Able to work with a variety of stakeholders
Passionate educator
Highly organized
Trauma-informed
Effective communicator
Instructional leader
Equity minded
Flexible
Trustworthy
Good listener

EDUCATION

UCLA

2002 – 2005

BS in Mathematics, graduated Magna Cum Laude with a 3.7 GPA
Women in Mathematics Scholarship Recipient

Administrative Services Credential | ACSA Certified Administrative Coach

WORK EXPERIENCE

Elev8 Online and Learn4Life Schools | Area Superintendent

May 2019 – Present

Supports five principals and four charter schools across San Diego, Riverside, Los Angeles, Orange and Sacramento counties. Responsible for developing and communicating a clear vision for student learning and success.

Leads the development of regional goals, monitors school performance metrics, and provides ongoing professional development. Oversees and maintains school budgets to ensure the implementation of a fiscally sound educational program.

Learn4Life Schools | Regional Director, Ed. Support Services

February 2018 – May 2019

Experienced educational leader serving as Regional Director of Education Support Services for Learn4Life schools, overseeing instructional quality, academic interventions, and compliance across multiple sites. Leads cross-functional teams to implement data-driven strategies that support student achievement, especially for opportunity youth and at-risk populations. Provides coaching and professional development to educators while aligning school initiatives with organizational goals and state accountability frameworks.

Diego Hills Central Charter School | Principal

November 2014–February 2018

Dynamic school leader serving as Principal at a Learn4Life charter school, responsible for overseeing day-to-day operations, instructional leadership, and student support services. Drives schoolwide academic achievement through data-informed decision-making, staff development, and a focus on equity for diverse and at-risk student populations. Builds strong relationships with students, families, and community partners to foster a safe, supportive, and engaging learning environment.



JENNA UNIS

EDUCATIONAL ADMINISTRATOR

CONTACT

619-540-3555

jyezarski-unis@missionacademyhs.org

linkedin.com/in/jenna-unis

QUALIFICATIONS

Clear CA Administrative Services Credential

MA, Teaching & Learning with Technology

University of Arizona Global Campus, August 2010
Full Ride Scholarship County Teacher Award Recipient

BA, English Literature

University of San Diego, May 2005
Minor in Anthropological Studies

SKILLS & CERTIFICATIONS

- Expertise in pedagogical, andragogical, and online/hybrid learning theory, integrating instructional design with Universal Design for Learning (UDL), MTSS, and differentiated instruction
- Strategic alignment of technology with curriculum, standards, and assessment to enhance teaching and learning across diverse modalities
- Analysis and application of SIS/LMS data to monitor student engagement, drive instructional decisions, and support continuous improvement
- Oversight of multi-year state and federal education grants, including Community Schools Partnership Program (CSPP), Comprehensive Support and Improvement (CSI), and Differentiated Assistance
- Development of systems and workflows to streamline school operations, improve efficiency, and ensure compliance with state and local mandates
- Coaching and mentorship of early-career educators, with emphasis on lesson planning, classroom management, and student engagement
- Led peer review and accreditation processes, including analysis of academic programs, governance structures, and student outcomes, as part of WASC accreditation teams
- Trained in relational and leadership frameworks including Restorative Practices, EDGE executive function coaching, Speed of Trust, National Conflict Resolution Center's conflict and communication model, and PLCs at Work for collaborative professional learning

EXECUTIVE SUMMARY

Dynamic, mission-driven school administrator with 15+ years of leadership and teaching experience across diverse educational settings. Proven track record of growing student enrollment, building strategic partnerships, and leading inclusive, trauma-informed initiatives. Skilled in guiding data-driven school-wide improvement, developing curriculum, and empowering staff through targeted professional learning. Committed to fostering collaborative cultures grounded in high expectations, shared agency, and continuous growth.

EXPERIENCE

Elev8 Online Schools:

Mission Academy, San Diego Mission Academy & Paseo Grande Public Charter Schools

Principal, 2021 - present; Assistant Principal, 2019-2021
San Diego, Los Angeles, Sacramento

Strategic leadership responsible for over 2.5x enrollment growth from 632 to 1,700 students

Cultural transformation efforts resulting in restoring relational trust; alignment of staff around mission, vision and core values

Advanced schoolwide outcomes on Dashboard and local benchmarks through monitoring systems, instructional leadership, and tiered supports

Development and monitoring of aligned school site plans tied to Dashboard indicators and local, state and federal priorities including Local Control and Accountability Plans (LCAP), and Comprehensive Support and Improvement (CS) and Differentiated Assistance (DA) initiatives

Western Association of Schools & Colleges (WASC)

Visiting Committee Chairperson, 2023-present
Hybrid/California

San Diego Workforce Innovation High School

Assistant Principal, 2017-2019
San Diego, CA

Diego Hills Central Charter High School

Learning Center Coordinator, 2017-2019
Lead Teacher 2014-2017
San Diego, CA

University of Phoenix

Adjunct Writing Professor, 2012-2018
Hybrid/San Diego, CA

Rancho Buena Vista High School

Quizbowl Coach, Technology Lead, English Teacher, 2009-2013
Vista, CA

Oceanside High School

WASC Co-Coordinator, English Teacher, 2007-2009
Oceanside, CA



EXHIBIT D

Educational and Administrative Services Agreements

EDUCATIONAL SERVICES AGREEMENT
by and between
LIFELONG LEARNING ADMINISTRATION CORPORATION,
DBA SCHOLASTIC EDUCATION RESOURCES
AND
MISSION ACADEMY

THIS EDUCATIONAL SERVICES AGREEMENT (the “**Agreement**”) is made and entered into as of January 1, 2024 (the “**Effective Date**”) by and between **LIFELONG LEARNING ADMINISTRATION CORPORATION (“LLAC”)**, a California nonprofit public benefit corporation, doing business as **SCHOLASTIC EDUCATION RESOURCES (“SER”)**, **ALTA VISTA PUBLIC CHARTER, INC.**, a public charter school organized as a California nonprofit public benefit corporation, doing business as **MISSION ACADEMY (“Charter School”)**. (Charter School and SER, each a “**Party**” and, collectively, the “**Parties**”).

WHEREAS, LLAC, is a California nonprofit public benefit corporation and tax exempt under Section 509(a)(3) of the Internal Revenue Code of 1986, as such may be amended (“**IRC**”);

WHEREAS, LLAC is a supporting organization organized for the benefit of charter schools and entities managing charter schools that are tax-exempt under Sections 509(a)(1) and 170(b)(1)(A)(ii) of the IRC. LLAC engages solely in activities that support and benefit its supported organizations. It is responsive to the needs and demands of—and maintains significant communication with—its supported organizations to assist the Learn4Life network of charter schools in achieving good student outcomes by implementation of the Learn4Life model of education;

WHEREAS, SER is not authorized to operate a charter school pursuant to Education Code Section 47604 and, therefore, is not an “entity managing a charter school.” SER contracts with charter schools to provide goods and task-related services that are performed at the direction of the governing body of the charter school and for which the governing body retains ultimate decision-making authority;

WHEREAS, SER’s mission is to support charter schools within the Learn4Life network of charter schools and other educational organizations in administration of their businesses;

WHEREAS, based on SER’s extensive years of experience of developing and supporting the Learn4Life network of charter schools as well as SER’s several years of experience with other educational organizations across the country, the Board of Directors of Charter School (the “**Board**”) expressly desires to adopt and implement the Learn4Life model of education and believes that it is in the best interest of Charter School to contract with SER to provide certain educational services that will maximize the performance and operational efficiency of the Charter School; and

WHEREAS, for and during the Term or any Renewal Term (as hereinafter defined) of this Agreement, the Board desires that SER provide certain educational services to Charter School as set forth herein, and SER desires to provide such services to the Charter School in a manner that is fully consistent with the Charter of Charter School and applicable law.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, representations, warranties, conditions and agreements hereinafter expressed, the Parties agree as follows:

1. DEFINITIONS

a. **“Charter”** or **“Charter School’s Charter”** refers to the charter held by Charter School as issued by the Chartering Authority.

b. **“Chartering Authority”** refers to the Acton-Agua Dulce Unified School District authorizing and supervising the charter held by Charter School.

c. **“Charter School”** means the school’s Board and its corporate officers, unless the context would otherwise require the meaning of a corporate entity.

d. **“Charter School Law”** means the laws permitting the creation of charter schools in California and governing the development and operation of charter schools in California, including the California Charter Schools Act of 1992, as amended (Ed. Code, § 47600 *et seq.*) and any successor statute thereto.

e. **“Mark”** or **“Marks”** means all trademarks, service marks, design marks, trade names, domain names, service names, registrations and applications for registration thereof, and any common law rights pertaining thereto, belonging to each Party.

f. **“Regulatory Authority”** means any United States federal, State or local government, or political subdivision thereof, any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), any arbitrator or arbitral body, or any similar body, including each Chartering Authority.

g. **“Services”** means all the services provided by SER to Charter School pursuant to, and as described more fully in Section 4 of this Agreement.

h. **“State”** means the State of California.

i. **“Student Record(s)”** means any item of information directly related to an identifiable student, other than directory information, that is maintained by the Charter School or required to be maintained by an employee in performance of his or her duties whether recorded by handwriting, print, tapes, film, microfilm or other means, such as electronic versions.

2. REPRESENTATIONS AND WARRANTIES

a. Representations and Warranties of SER. SER represents and warrants as follows:

i. Organization and Tax-exempt Status. LLAC is authorized to do business in the State. LLAC is and, at all times during the Term or any Renewal Term, will be duly organized under the laws of the State and is exempt from federal income tax as an organization described in section 501(c)(3) of the IRC. Should the Internal Revenue Service (the “**IRS**”) or any other Regulatory Authority require changes to this Agreement in conjunction with the continuation of the tax-exempt status of LLAC, both Parties will take all reasonable steps and agree to all reasonable modifications to effectuate the necessary changes.

ii. Authority. SER has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby. This Agreement constitutes a valid and binding obligation of SER, enforceable against SER in accordance with its respective terms.

iii. Litigation. Except as otherwise disclosed by SER in a separate writing or otherwise already known to Charter School, there is no suit, claim, action or proceeding now pending or, to the knowledge of SER, threatened before any Regulatory Authority to which SER is a party or which may result in any judgment, order, decree, liability, award or other determination, which will, or may reasonably be expected to have an adverse effect upon SER. No such judgment, order, decree or award has been entered against SER which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or, to the knowledge of SER, threatened before any Regulatory Authority involving SER, which will, or may reasonably be expected to prevent or hamper the fulfillment of the obligations contemplated by this Agreement.

iv. Full Disclosure. No representation or warranty of SER herein and no statement, information or certificate furnished or to be furnished by SER pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading or incomplete.

v. Conduct of SER. SER has complied, and at all times during the Term or Renewal Term will comply, in all material respects, with all local, State, and federal laws and regulations that are applicable to SER, which include, but are not limited to, the IRC and the California Corporations Code, as each may be amended. SER has maintained and will maintain adequate records of the activities and decisions of SER to ensure and document compliance with all such laws and regulations. SER agrees to provide Charter School with copies of all such records, and to allow Charter School, at Charter School’s reasonable discretion, to assist with the preparation and retention of such records or to inspect such records.

vi. Insurance. During the Term or any Renewal Term, SER shall keep and maintain in effect all insurance as may be required and necessary to perform its obligations hereunder. SER shall be responsible for all costs associated with obtaining such insurance.

b. Representations and Warranties of Charter School. Charter School represents and warrants as follows:

i. Organization and Tax-Exempt Status. Charter School is authorized to do business in the State. Charter School is, and at all times during the Term or Renewal Term will be, duly organized under the laws of the State and is exempt from federal income tax as an organization described in section 501(c)(3) of the IRC. Should the IRS or any other Regulatory Authority require changes to this Agreement in conjunction with its application or continuation of the tax-exempt status of Charter School, both Parties will take all reasonable steps and agree to all reasonable modifications to effectuate the necessary changes.

ii. Authority. Charter School has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby. This Agreement constitutes a valid and binding obligation of Charter School, enforceable against Charter School in accordance with its respective terms.

iii. Litigation. Except as otherwise disclosed by Charter School in a separate writing or otherwise already known to SER, there is no suit, claim, action or proceeding now pending or, to the knowledge of Charter School, threatened before any Regulatory Authority to which Charter School is a party or which may result in any judgment, order, decree, liability, award or other determination which will or may reasonably be expected to have an adverse effect upon Charter School. No such judgment, order, decree or award has been entered against Charter School which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or, to the knowledge of Charter School, threatened before any Regulatory Authority involving Charter School which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.

iv. Full Disclosure. No representation or warranty of Charter School herein and no statement, information or certificate furnished or to be furnished by Charter School pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading or is incomplete.

v. Conduct of Charter School and the Board. Charter School has materially complied, and at all times during the Term or any Renewal Term will comply, in all material respects with all local, State and federal laws and regulations that are applicable to Charter School, which include, but are not limited to, the Internal Revenue Code, the California Corporations Code, the public records and open meetings laws of the State, and the Charter School Law and each successor statute, as each may be amended from time to time. Charter School has maintained and will maintain adequate records of the activities and decisions of Charter School to ensure and document compliance with all such laws and regulations. Charter School agrees to

provide SER with copies of all such records, and to allow SER, at SER's reasonable discretion, to assist with the preparation and retention of such records or to inspect such records.

vi. Due Authorization. Charter School is authorized to operate the proposed charter with the Chartering Authority (the "***Charter School's Charter***"), and Charter School shall be vested by the Chartering Authority with all powers necessary to carry out its programs as outlined in the Charter School's Charter. Charter School shall at all times retain all rights, responsibilities and obligations arising out of the Charter School's Charter and nothing in this Agreement is or shall be interpreted in a manner inconsistent with the Charter School's Charter.

vii. Insurance. During the Term or any Renewal Term, Charter School shall keep and maintain in effect all insurance as required by the Charter School's Charter and as may be required and necessary to perform its obligations hereunder. Subject to the requirements of the Charter School's Charter, SER will assist Charter School in selecting and procuring insurance coverage. The costs of all such insurance shall be the sole responsibility of Charter School.

3. **AUTHORITY**

a. Charter School's Fully Retained Duties and Authority. Charter School hereby authorizes SER to undertake the functions specified in this Agreement with regard to the Services, it being understood that, at all times, Charter School remains accountable to the Chartering Authority and State authorities, as provided for in this Agreement, the Charter School's Charter, and applicable law. The Board and the Charter School's corporate officers, and not SER, shall maintain the ultimate fiduciary responsibility for Charter School and the Charter School's Charter. SAR shall not be required to provide any Services to the extent the provision thereof: (a) is or becomes impracticable, in any material respect, as a result of a cause or causes outside of SAR's reasonable control; or (b) would require SAR to violate any law or other binding commitment of SAR to any Regulatory Authority.

b. SER Authority to Subcontract. SER may subcontract any function or service it is obligated to provide hereunder, provided that no such subcontract shall relieve or discharge SER from any obligation or liability under this Agreement and provided that no such subcontract shall constitute a majority of SER's duties under this Agreement. Nothing in this Section 3.b authorizes SER to subcontract in a manner that is not permitted by applicable law or any provisions of the Charter School's Charter.

c. Chartering Authority's Authority. Nothing in this Agreement shall be construed in any way to limit the authority of the Chartering Authority, including, but not limited to, the authority to take and enforce action pursuant to the Charter School Law.

d. Conflict with Applicable Charter. To the extent there are any conflicts between the terms of the Charter School's Charter and the terms of this Agreement, the terms of the Charter School's Charter shall control.

4. SERVICES, DUTIES AND OBLIGATIONS OF SER

In addition to the duties and obligations otherwise set forth in this Agreement, during the Term or any Renewal Term, SER shall provide to Charter School the following Services and shall have the following duties and obligations:

a. Educational Program. In exchange for the Service Fee described in Section 6.c.i and paid by Charter School to SER, SER will provide these Section 4 Services to Charter School. SER may perform such functions off-site, except as prohibited by law or otherwise restricted by the Board. SER may utilize web-based systems to provide support and services to Charter School as necessary to assist Charter School with the development and implementation of Charter School's educational model. SER shall provide annual reports indicating the Services that SER has provided to Charter School in effectuating any necessary changes in the educational program, recognizing that the essential principles of Charter School's educational program are its flexibility, adaptability and capacity to change in the interests of continuous improvement of efficiency, provided that such changes shall be consistent with Charter School's mission and purpose of Charter School. All such changes shall be done as reasonably requested by the Board.

b. Additional Services; SER's Right of First Refusal. To the extent that Charter School wishes to contract with a third party unrelated to SER for any educational services not then being provided by SER (a "**Third Party Agreement**"), such Third Party Agreement cannot be effective and shall be expressly conditioned upon the right of SER, after thirty (30) days written notice (including a description of the services to be provided in such proposed Third Party Agreement) by Charter School to SER, to agree to perform such services upon reasonably comparable terms (the reasonableness of the comparison being determined by SER in the exercise of its discretion) (the "**Alternative**"). If SER does not notify Charter School of its intention to cause Charter School to refuse the Third-Party Agreement and enter into an Alternative with SER within the aforementioned notice period, then Charter School may proceed with the Third-Party Agreement. For the avoidance of doubt, Charter School agrees that it will not permit and is not authorized to permit a Third-Party Agreement to become effective unless and until SER has fully exercised its right of review and first refusal within the terms of this Section 4.b.

c. Professional Development. SER will provide resources for use by Charter School's staff to enhance their effectiveness to meet and exceed the educational standards established by the State or as otherwise reasonably required by Charter School.

d. Testing and Assessments. SER will assist Charter School in the administration of all State required testing and other State mandated assessments, including a series of assessments designed to gauge the students' mastery of core concepts and readiness for the State's standardized testing or other State mandated testing.

e. Student Records Support. Subject to Section 4.k below, SER will provide maintenance of Charter School's Student Records including digitization of permanent records in accordance with all applicable laws. Charter School shall retain all ownership and other rights in the Student Records.

f. Technology. SER will provide a comprehensive computer technology and IT infrastructure solution to Charter School's resource centers, office space and employees which shall include procuring, imaging, delivering, repairing, replacing, warehousing and collection of such computer technology, as well as other related comprehensive logistical support services including providing support services to local IT technicians and overseeing Charter School's level technicians and other related support positions. SER shall retain all ownership and copyrights in the computer technology and IT infrastructure. In addition to the Service Fee, Charter School shall pay to SER all technology costs for such infrastructure.

g. Services to Special Needs Students. SER will assist Charter School in the development of Special Education English Language Learner, School Counseling, Student Retention Support, and Student Mentor Protocols (collectively, the "***Special Needs Student Services***"), including procuring service providers for: (1) English language learners; (2) traditionally underserved students; (3) at-risk students requiring counseling or interventions; and (4) special education needs of any student who requires an Individualized Education Program ("***IEP***"). All Special Needs Student Services costs will be the sole responsibility of Charter School, and SER will provide consultative support to the operations of such Special Needs Student Services. SER will develop and oversee the academic counseling student support and other related services for the Charter School's students.

h. Instructional Materials. SER shall assist Charter School by developing curriculum and coordinate the purchase of the curriculum and instructional materials to be used by Charter School in order to offer rigorous and relevant curricula for the purpose of allowing students to progress as quickly as their capabilities will allow. Materials shall be designed in a language and format that are readily accessible, and students will be allowed to complete course work at their own pace, as the program will be formulated based on an initial assessment of the student's skill levels in reading, math and other core courses. Charter School will be responsible for all curriculum and instructional material costs. SER shall retain all ownership and copyrights to any curriculum and instructional material created by SER for the use by Charter School.

i. Marketing/Branding/Student Outreach. SER will provide Charter School the design of all branded materials, including promo items, website design, collateral, wearables, print assets including tri-fold brochures, rack cards, newsletters, event fliers, graduation programs, and more. SER will establish brand and communication strategies across all channels and promote the brand. SER will maintain the Charter School public website that will contain any information required by Charter School and applicable State law. SER will review and provide a report of all social media properties, which may include, but are not limited to, Facebook, Twitter, Instagram, and LinkedIn and provide refinements to increase traffic. SER will coordinate with all third party vendors on behalf of Charter School. Charter School will be solely responsible for those third party vendor costs. SER shall provide a "call-center" to assist in parent student enrollment inquiries and to facilitate parent/student appointments at Charter School's resource centers.

j. Community Collaborations/Partnerships. SER shall coordinate Charter School's community relationships, including with local non-profits, governmental agencies, local businesses and higher education institutions. To the extent Charter School provides instruction exclusively in partnership with the Workforce Innovation and Opportunity Act, SER shall assist

Charter School in maintaining its WIOA partnerships and its overall compliance with Education Code Section 47605.1(g).

k. Student Information. SER will serve as the liaison between Charter School and any third-party student information system provider as well as various curricular, instructional and data warehousing and reporting software and resources; perform quality data tracking, including, but not limited to, student data such as attendance and performance, and shall coordinate and compile Charter School data as the technology system is developed and maintained. Charter School shall retain all ownership and other rights to such student data/information. SER shall prepare and submit all required State reporting regarding student enrollment, demographics, etc. SER will provide periodic reports on student performance, and assessments of whether educational goals and measurements are being achieved. Notwithstanding the foregoing, SER and Charter School shall retain joint ownership and other rights in the information contained in the State reports submitted by SER.

l. Athletics Program Development. SER will assist in the developing, implementing and administering of an athletics program to the Charter School to assist in student retention and engagement and provide additional opportunities for student involvement, interaction and personal growth.

m. Operations Support. SER will provide support and recommendations to Charter School in all educational operational areas, including, without limitation: special education, community relationships, instructional materials, marketing/branding, professional development and technology.

n. School Calendar. SER will develop the annual multi-track school calendar to be used by Charter School. SER shall retain ownership and copyrights to any calendaring system created by SER for use by Charter School.

o. Offered Programs. Upon request, SER shall facilitate the provision of the following experiential learning programs:

- (i) Organic farming - sustainable living programs;
- (ii) Ranch programs;
- (iii) College tours, historical city tours (e.g., Washington D.C. or service learning trips); and
- (iv) Other experiential learning programming to be developed which may include, without limitation, seminars, workshops, outdoor activities, and other offsite programming.

For all such experiential learning programs, it is understood that SER shall not directly operate such programs. SER shall identify program providers which shall be selected by Charter School. SER shall establish and advise Charter School of the administrative processes associated with selecting programs and for student participation. SER shall engage program providers on behalf of Charter School and Charter School shall be solely responsible for payment of all third-party costs associated therewith. Charter School agrees to be bound by all terms and conditions of

agreements entered into with program providers by SER on Charter School's behalf. Charter School shall also comply with insurance requirements of each such program provider.

p. Files and Records. At the request of Charter School, SER shall maintain temporary custody of all files and records relating to the Services provided under this Agreement. In addition, at the request of Charter School and in order to ensure that such files and records are maintained in a secure environment, SER may maintain temporary custody of Charter School's personnel files. SER acknowledges that all records, data, communications, and other property of Charter School, shall remain the sole property of Charter School, and SER agrees to return any such material to Charter School immediately upon request or upon termination of this Agreement.

q. Reporting Requirements to the Board. SER shall provide to the Board an annual "year-end report" regarding its activities undertaken pursuant to this Agreement and shall otherwise report to the Board more frequently upon reasonable request by the Board.

r. Written Notice of Annual Support. No later than November 30 of each calendar year, SER shall provide Charter School with an annual report detailing the type and amount of support that SER has provided to Charter School pursuant to this Agreement, along with a copy of LLAC's most recently filed Form 990 and any LLAC governing documents that may have changed from the prior annual report.

5. DUTIES AND OBLIGATIONS OF CHARTER SCHOOL

In addition to the duties and obligations otherwise set forth in this Agreement, Charter School shall have the following duties and obligations:

a. General Principle. To the extent not otherwise specified either as a duty of Charter School or as a duty of SER, all duties applicable to the proper operation of Charter School and maintenance of applicable academic standards shall remain the duty of Charter School and the Board. It is expressly understood by the Parties that SER shall serve Charter School solely in the capacity of a vendor and shall not be responsible for jointly managing, operating or governing the charter school.

b. Protection of Reputation of SER and the Learn4Life Model of Education. Charter School, including, but not limited to, its officers, Board members and employees, shall take no action that would unfairly and negatively impact SER's reputation as a service provider, SER's relationship with the Chartering Authority, or the Learn4Life model of education. Any criticism or complaint by Charter School's employees regarding the Learn4Life method of education or SER's services or operations shall be addressed by the officers of the Charter School and shall not be addressed by any member of the Board. Failure to comply with this provision shall result in SER's right to immediately terminate this Agreement.

c. Damage or Loss. Charter School shall maintain adequate insurance, or otherwise hold SER harmless, for damage or loss to Charter School's property, except to the extent as excluded in Section 8.d.

d. Charter School Employees. Charter School shall employ all of its certificated personnel. Charter School shall determine and administer compensation (social security and benefit) plans for its employees; provided, however, SER may consult with, administer and provide expertise to Charter School with respect to said matters.

e. Legal Services. While SER may make recommendations to the Board regarding any arrangements for legal services for Charter School, Charter School and the Board shall hire legal counsel for Charter School and the Board, as Charter School may deem appropriate and necessary, and Charter School shall pay for its own legal services.

f. Reporting. Charter School shall provide SER with all financial and other information and reporting that SER reasonably requests in a timely manner to enable SER to fulfill its duties and exercise its rights under this Agreement, including, without limitation, to ensure Charter School alignment with the mission of the Parties as set forth in the recitals to this Agreement.

g. Power and Authority. Charter School shall ensure that SER has the requisite power and authority necessary to carry out the duties of SER under this Agreement, subject in all respects to the Charter School's Charter.

6. FINANCIAL ARRANGEMENTS

a. Funding Eligibility. Charter School shall be responsible for complying with applicable requirements for the purpose of receiving or maintaining eligibility to receive from the Chartering Authority the per pupil allowance to which Charter School is entitled under applicable law. Charter School shall apply for all State aid or other monies it is eligible to receive from the Chartering Authority. Charter School shall permit SER to review any such applications and reports prior to their submission, and SER may facilitate the application and report process, if and to the extent Charter School reasonably deems appropriate.

b. Donations and Grants. At the request of Charter School, SER may solicit, on behalf of Charter School, grants and donations consistent with the mission and tax-exempt purpose of Charter School. All monies raised from such fund-raising activities, which are to create specific funding sources to and for Charter School, shall be deposited into the Charter School accounts and used for the benefit of Charter School.

c. Service Fee to SER and Third Party Costs.

i. Service Fee. For the Services provided by SER to Charter School, Charter School will pay to SER a service fee (the "**Service Fee**") in the amount of ten percent (10%) of the Charter School's annual Revenues. The Service Fee shall be paid by Charter School to SER in twelve (12) monthly installments per fiscal year. Each payment shall be paid no later than the tenth (10th) day of each month in which a payment is due. For purposes of this Section 6.c.i., the term "**Revenues**" shall include the full gross amount of Revenues received by or on behalf of the Charter School from any source, including, without limitation, State and local per pupil basic-education funds and other public school State and local funding and federal funds

specific to programs or students. The amount of each monthly installment shall be based upon Charter School's current school year budget Revenue. No later than July 31 of each year, a reconciliation of payments shall be made based upon Charter School's actual Revenues in the prior fiscal year. If the total amount of payments made by Charter School exceeds the total amount due based upon Charter School's actual Revenues, SER shall refund to Charter School the total amount of said overpayment no later than fifteen (15) days after receipt of the reconciliation. If the total amount of installment payments made by Charter School for the subject year is less than the total amount due based upon Charter School's actual Revenues, Charter School shall pay the total amount of said underpayment to SER no later than fifteen (15) days after receiving the reconciliation.

ii. Service Fee Adjustment. The Service Fee during the Term or any Renewal Term may be adjusted upon the mutual written agreement of the Parties.

iii. Additional Services. In the event that Charter School requests services in addition to the Services to be provided by SER hereunder, the Parties shall agree upon the amount of any additional fee payable to SER in connection therewith. In the event no such agreement is reached, SER shall have no obligation to provide such services. Such additional services might include, for example: (i) additional programmatic, restructuring, compliance, or re-organization changes due to new interpretations of existing regulations or new regulations; (ii) compliance with new, additional or unanticipated Chartering Authority's oversight requirements; (iii) additional services provided by SER pursuant to Section 4.b above; and (iv) additional legal compliance due to changes in applicable laws.

d. Financing. The Board may apply to LLAC for financing from time to time. Any financing extended by LLAC to Charter School shall be separately documented by promissory notes or other contractual documents. In addition, LLAC may, in its sole discretion, defer fees due thereunder.

e. Solicitations. SER must seek the approval of Charter School prior to pursuing any newly identified prospects or soliciting any non-governmental grants, donations or contributions on behalf of the Charter School. Any such funds so received shall be used solely in accordance with the purpose(s) for which they were solicited, applicable terms and conditions or donor restrictions, as otherwise approved by the Board of Charter School. Upon reasonable advance request, SER shall provide evidence to the Board that Charter School is in compliance with such requirements, and shall provide all reports, data and information reasonably necessary for Charter School to meet any reporting requirements for such funding. Subject to applicable donor restrictions, the Board shall determine the allocation of any funds subject to this Section 6.e. that remain unexpended following completion of the project or purpose for which the funds were originally received.

f. Cost of Services Provided by Third Parties. Charter School agrees to pay any actual and reasonable costs incurred by SER in coordinating services provided by third parties. Such costs may include, but are not limited to, additional or extra educational service fees, marketing expenses, information systems providers, experiential program fees, secretary of state filing fees, tax preparation fees, bank fees, legal fees, audit fees, insurance costs and personal

property purchases (such as furniture and equipment). Such costs shall be billed monthly to Charter School and shall include a detailed invoice.

7. USE OF MARKS

a. Each Party shall use the other Party's Marks only in the manner and for the duration expressly permitted in writing by the other Party. Neither Party shall acquire any interest in the other Party's Marks. Neither Party shall utilize the other Party's Marks in any manner that would diminish their value or harm the reputation of the other Party. SER may coordinate with LLAC to provide Charter School with a non-exclusive, limited license to use those LLAC Learn4Life Marks or any other LLAC Learn4Life intellectual property, as may be reasonably requested by Charter School from time to time, whether registered or unregistered, whether subject to application or not (the "*Learn4Life IP*").

b. The Parties shall enter into a license agreement in substantially the form as set forth in Exhibit A setting forth in greater detail the ownership and terms and conditions of Charter School's use of any of the Learn4Life IP.

c. The Parties acknowledge that the strength of the Learn4Life IP is based, in part, on the inextricable connection between the Learn4Life Marks and use by Charter School or other educational organizations of the Learn4Life model of personalized education for at-risk youth.

d. Accordingly, upon termination of this Agreement, Charter School shall, within fifteen (15) days of the effective date of termination or expiration of this Agreement, do the following:

i. Inform, in writing, all students and parents of the Charter School that its right to use the Learn4Life IP, which shall include use of the Learn4Life model of personalized education for at-risk youth, has been terminated; and

ii. Cease all use of any curriculum, signage, documentation or other material of any kind bearing the Learn4Life IP and shall deliver all such materials in Charter School's possession to SER.

8. INDEMNIFICATION

a. Survival of Representations and Warranties. All representations and warranties hereunder shall be deemed to be material and relied upon by the Parties with or to whom the same were made, notwithstanding any investigation or inspection made by or on behalf of such Party or Parties. The representations and warranties covered in this Agreement will survive the termination or expiration of this Agreement for a period of two (2) years.

b. Not Liable for Operation of Charter School. SER agrees to indemnify Charter School to the extent more specifically described in the balance of this Section 8; provided however, SER shall not be liable for any matter applicable to the proper operation of Charter School

and applicable academic standards, which shall be the duty of Charter School and the Board, as set forth in Section 5.

c. Indemnification of Charter School. To the extent permitted by applicable law, SER shall hold Charter School and its officers, directors, successors, assigns, and agents (the “**Charter School Indemnified Persons**”) harmless and indemnify each of them from and against any and all claims, losses, damages, liabilities, penalties, fines, expenses or costs (“**Claims**”), plus reasonable attorneys’ fees and expenses incurred in connection with **Claims** and/or enforcement of this Agreement, plus interest from the date incurred through the date of payment at the prime lending rate as published in The Wall Street Journal, from time to time (collectively, the “**Indemnified Claims**”), incurred or to be incurred by any Charter School Indemnified Persons resulting from or arising out of, directly or indirectly, any breach or violation of SER’s representations, warranties, covenants, or agreements contained in this Agreement, except to the extent the damages or injuries alleged are caused by the sole negligence, or caused by the gross negligence or willful conduct of any Charter School Indemnified Persons.

d. Indemnification of SER. To the extent permitted by applicable law, Charter School shall hold SER and its officers, directors, successors, assigns, and agents of each of them (the “**SER Indemnified Persons**”), harmless and indemnify each of them from and against any and all Indemnified Claims incurred or to be incurred by any of SER Indemnified Persons resulting from or arising out of, directly or indirectly, any breach or violation of Charter School’s representations, warranties, covenants or agreements contained in this Agreement, except to the extent the damages or injuries alleged are caused by the sole negligence, or caused by the gross negligence or willful conduct of any SER Indemnified Persons.

e. Insurance. The Parties shall each maintain, at their own cost, commercially standard insurance policies and insurance policies required by law in sufficient amounts to perform their obligations under this Agreement and protect each Party from claims, including employment, general liability and workplace injury claims as required by of this Agreement. In addition, SER shall maintain Cyber Liability Insurance as required by Section 10.j of this Agreement. Nothing in this Section 8.e concerning insurance requirements shall reduce a Party’s liability or obligations under the indemnification provisions of this Agreement; provided, however, all such indemnification in this Section 8 shall apply only to the extent that any of the Indemnified Claims are not covered by the insurance in place with the Parties.

f. Limitations on Damages and Warranties.

i. CHARTER SCHOOL EXPRESSLY UNDERSTANDS AND AGREES THAT SER MAKES NO WARRANTIES OF ANY KIND OR TYPE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding anything in this Agreement to the contrary, in no event shall SER be liable in any way to Charter School for any Claims related in any way to the quality or the provision of the Services provided by SER to Charter School pursuant to this Agreement, except as provided in Section 8(f)(ii) below.

ii. Notwithstanding anything in this Agreement to the contrary and regardless of the nature of any claim or the form of any action that Charter School may bring against SER as a result of or arising out of actions, errors or omissions of SER, or SER's failure to provide Services (collectively, "**Defective Service**"), Charter School's sole remedy shall be: (i) to demand that SER provide or arrange for providing the Services in accordance with this Agreement, or (ii) if SER cannot comply with (i) and the reason is not because of force majeure as described below, reimburse of the relevant portion of the Service Fee that Charter School paid to SER for such Defective Service; provided, that with respect to a school year, in no event shall SER be required to reimburse Charter School an amount in excess of the Service Fee for such school year. For purposes of this Section 8(f)(ii) the "relevant portion of the Service Fee" shall equal the actual documented costs incurred by Charter School to retain a third party to provide such Service during the applicable portion of the school year for which such Service is required. Any reimbursement under this Section 8(f)(ii) must first be reduced by amounts that Charter School owes to SER before the claim(s) arose. If Charter School has not paid the Service Fee for the month the Defective Service occurs, Charter School's obligation to pay the relevant portion of the Service Fee for the Defective Service shall be cancelled (at which time, the obligation of SER to provide such Services shall be cancelled).

iii. Any other term, covenant or condition of this Agreement to the contrary notwithstanding, each of Charter School and SER, and their respective officers, directors, employees and agents shall retain their statutory governmental, official and any other immunity provided pursuant to the laws of the State and do not waive the defenses of governmental and official immunity derived from such laws.

g. Indemnification of Third-Party Claims. The obligations and liabilities of any Party to indemnify the other under this Section 8 with respect to a Claim relating to or arising from third parties (a "Third Party Claim") shall be subject to all applicable law and to the following terms and conditions:

i. Notice and Defense. The Party to be indemnified (the "**Indemnified Party**") will give the Party from whom indemnification is sought (the "**Indemnifying Party**") prompt written notice of any such Third Party Claim, and the Indemnifying Party may undertake the defense thereof by representatives chosen by it. Failure to give notice shall not affect the Indemnifying Party's duty or obligations under this Section 8, except to the extent the Indemnifying Party is prejudiced thereby. If the Indemnifying Party undertakes the defense of a Third Party Claim, then the Indemnifying Party shall be deemed to accept that it has an indemnification obligation under this Section 8.g with respect to such Third Party Claim, unless it shall in writing reserve the right to contest its obligation to provide indemnity with respect to such Third Party Claim. Subject to Section 8.g.ii and so long as the Indemnifying Party is defending any such Third Party Claim actively and in good faith, the Indemnified Party shall not settle such Third Party Claim without the advance written consent of the Indemnifying Party. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Third Party Claim, and shall in other respects give reasonable cooperation in such defense.

ii. Failure to Defend. If the Indemnifying Party, within thirty (30) days after notice of any such Third Party Claim, fails to dispute the obligation of the Indemnifying Party with respect to such Third Party Claim and fails to defend such Third Party Claim actively and in good faith, then the Indemnified Party will (upon written notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Third Party Claim or consent to the entry of a judgment with respect to such Third Party Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party's defense, compromise or settlement.

iii. Indemnified Party's Rights. Anything in this Section 8.g to the contrary notwithstanding, if there is a reasonable probability that a Third Party Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, then (i) the Indemnified Party shall have the right to defend, compromise or settle such Third Party Claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Third Party Claim that does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability with respect to such Third Party Claim.

h. Payment.

i. With regard to Indemnified Claims between the Parties, SER shall promptly pay the Charter School Indemnified Persons any amounts due under Section 8.c, and/or Charter School shall promptly pay the SER Indemnified Persons any amounts due under Section 8.d. In the event that the Indemnified Claims between the Parties are disputed in whole or in part, then upon judgment, determination, settlement or compromise of such Indemnified Claims, the Party from whom indemnification is sought shall promptly pay the Party to be indemnified, the amounts so determined by judgment, determination, settlement or compromise.

ii. With regard to a Third Party Claim, the Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Section 8. Upon judgment, determination, settlement or compromise of any Third Party Claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment an appeal is made from the judgment. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. In the event of any payment under this Agreement, the Indemnifying Party shall be subrogated to the extent of such payment to all of the rights of recovery of any Indemnified Party, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Indemnifying Party to bring suit to enforce such rights. The Indemnifying Party may not waive any such subrogation rights in settlement.

i. Adjustment of Liability. In the event an Indemnifying Party is required to make any payment under this Section 8 in respect of any damages, liability, obligation, loss, claim, or other amount indemnified hereunder, such Indemnifying Party shall pay the Indemnified Party an amount which is equal to the sum of (i) the amount of such damages, liability, obligation, loss, claim or other amount, minus (ii) the amount of any insurance proceeds the Indemnified Party actually receives with respect thereto and provided that the Indemnified Party actively pursues in good faith a claim against its insurance, minus (iii) any third party payments actually received by the Indemnified Party with respect to such damages, liability, obligation, loss, claim or other amount after demand or notice to such third party from the Indemnifying Party (with the consent of the Indemnified Party which will not be unreasonably withheld).

9. TERM AND TERMINATION

a. Term. The term of this Agreement shall be from the Effective Date through the expiration of Charter School's Charter currently in effect (the "**Term**"). In the event that Charter School's Charter shall be renewed, this Agreement shall be automatically renewed for the term of the renewed Charter(s) (each, a "**Renewal Term**").

b. Termination by Charter School. Notwithstanding the foregoing, Charter School shall have the right to terminate this Agreement in accordance with the following provisions:

i. Termination for Cause. Subject to the provision of Section 9.b.iii below, Charter School may terminate this Agreement for cause at any time during the Term or Renewal Term by giving ninety (90) days prior written notice of termination to SER. For purposes of this Section 9.b.i, the term "**for cause**" shall mean:

(A) SER becomes insolvent, is placed under receivership, is the subject of voluntary or involuntary bankruptcy proceedings, or makes a general assignment for the benefit of creditors;

(B) SER violates any provision of law with respect to Charter School from which Charter School is not expressly exempt;

(C) SER breaches any of the material terms and conditions of this Agreement;

(D) SER's corporate status is revoked;

(E) SER loses its tax-exempt status; or

(F) The enactment, repeal, promulgation or withdrawal of any federal, State or local law, regulation, court or administrative body decision finding that this Agreement, the operation of the operation of Charter School in conformity with this Agreement or Charter School's Charter violates Charter School's, or the Chartering Authority's or the State's statutes, laws, rules or regulations or any contract or agreement.

ii. Charter School's Notice of Intent to Terminate. If Charter School determines that grounds for termination exist and that it wishes to terminate this Agreement, Charter School shall provide to SER written notice of its intent to terminate ("***Charter School's Notice of Intent to Terminate***"). Said notice shall specify with particularity the actions or inactions of SER giving rise to Charter School's intent to terminate, including a citation to the provision(s) of this Agreement that Charter School contends that SER has breached.

iii. SER's Right to Cure. Upon receipt of the Charter School's Notice of Intent to Terminate, SER shall have sixty (60) days within which to cure the alleged breach(es) to the satisfaction of Charter School.

iv. SER's Failure to Cure/Termination. If SER fails to cure the alleged breach(es) to the satisfaction of Charter School within said sixty (60) day period, this Agreement shall be deemed terminated effective ninety (90) days following SER's receipt of the Charter School's Notice of Intent to Terminate.

c. Termination by SER. Notwithstanding the foregoing, SER shall have the right to terminate this Agreement in accordance with the following provisions:

i. Termination for Cause. Subject to the provisions of Section 9.c.iii below, SER shall have the right to terminate this Agreement for cause at any time during the Term or Renewal Term by giving ninety (90) days prior written notice of termination to SER. For purposes of this Section 9.c.i, the term "for cause" shall mean:

(A) Charter School breaches any material terms of this Agreement;

(B) Charter School fails to comply with its bylaws and such failure materially and adversely affects the ability of Charter School to operate;

(C) Charter School violates any material provision of law with respect to Charter School's operations from which Charter School is not expressly exempt;

(D) Charter School takes any action or fails to take any action that materially interferes with SER's ability to perform its obligations under this Agreement;

(E) Charter School's Charter is revoked; or

(F) The enactment, repeal, promulgation or withdrawal of any federal, State or local law, regulation, court or administrative body decision finding that this Agreement, the operation of Charter School in conformity with this Agreement or the Charter School's charter violates Charter School's, or the Chartering Authority's or the State's statutes, laws, rules or regulations or any contract or agreement.

ii. SER's Notice of Intent to Terminate. If SER determines that grounds for termination exist and it wishes to terminate this Agreement, SER shall provide Charter School with written notice of its intent to terminate ("**SER's Notice of Intent to Terminate**"). Said notice shall specify with particularity the actions or inactions of Charter School giving rise to SER's intent to terminate, including a citation to the provision(s) of this Agreement that SER contends that Charter School has breached.

iii. Charter School's Right to Cure. Upon receipt of SER's Notice of Intent to Terminate, Charter School shall have sixty (60) days within which to cure the alleged breach(es) to the satisfaction of the SER.

iv. Charter School's Failure to Cure/Termination. If Charter School fails to cure the alleged breach(es) to the satisfaction of SER within said sixty (60) day period, this Agreement shall be deemed terminated effective ninety (90) days following Charter School's receipt of the SER's Notice of Intent to Terminate.

d. Termination Upon Agreement of the Parties. This Agreement may be terminated upon written agreement of the Parties.

e. Avoidance of Disruptions to Students. Notwithstanding the foregoing provisions of this Section 9, each Party shall use its good faith best efforts to avoid a termination of this Agreement that becomes effective during the school year because of the disruption to the educational program and the students. Therefore, in the event this Agreement is terminated by either Party prior to the end of the Term or Renewal Term, absent unusual and compelling circumstances, the termination will not become effective until the end of the then current school year.

f. Payment of Service Fee. Upon termination of this Agreement by either Party, Charter School shall pay SER any previously due and unpaid portion of the Service Fee for Services performed by SER until the effective date of termination.

g. Assistance Following Termination by SER. In the event of termination of this Agreement by SER, SER shall provide reasonable assistance to Charter School for the shorter of the remainder of the current school year or ninety (90) days after the effective date of termination of this Agreement (the "**Termination Assistance Period**"), to assist in the transition to another service provider. During the Termination Assistance Period, SER will be entitled to receive and Charter School shall continue to pay SER's Service Fee and shall reimburse SER for all reasonable expenses incurred by SER in providing such transition assistance.

h. Records upon Termination. Upon termination or expiration of this Agreement for any reason, SER shall give to Charter School as soon as practicably possible all student, fiscal, and other Charter School records.

10. PROTECTION OF STUDENT INFORMATION

The Parties each acknowledge that Charter School is a California public benefit entity subject to State and federal laws governing education, including the California Education Code, the California Student Online Personal Information Protection Act (“**SOPIPA**”), the federal Children’s Online Privacy and Protection Act (“**COPPA**”), and the federal Family Education Rights and Privacy Act (20 U.S.C. §1232a) (“**FERPA**”). The Parties further acknowledge that SER is a “third party” under California Education Code Section 49073.1(d)(6), which defines “third party” as a provider of digital educational software or services, including cloud-based services, for the digital storage, compilation and retrieval of pupil records. As such the Parties agree to the following terms in compliance with California Education Code Section 49073.1:

a. Ownership and Control of Public Records. The pupil records shall continue to be the property of and under the control of Charter School. For purposes of this Section 10:

i. “Pupil records” means both any information directly related to a pupil that is maintained by Charter School and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Charter School employee;

ii. “Pupil records” does not mean de-identified information, including aggregated de-identified information, used (i) to improve educational products for adaptive learning purposes and for customizing pupil learning, (ii) to demonstrate the effectiveness of SER’s products in the marketing of those products, or (iii) for the development and improvement of educational sites, services or application; and

iii. “De-identified information” means information that cannot be used to identify an individual pupil.

b. Ownership and Control of Pupil-Generated Content. To the extent Services provided by SER contain any pupil-generated content from the pupils of Charter School, the pupils may retain possession and control of their own pupil-generated content, or may transfer pupil-generated content to a personal account. In such case, Charter School shall promptly notify SER and forward a copy of any such pupil request to SER, and SER will process the written request and work with Charter School to return the pupil-generated content in a format acceptable to Charter School within five (5) business days after SER receives Charter School’s request. For purposes of this Agreement, “pupil generated content” includes essays, research reports, portfolios, creative writing, music or other audio files, photographs and account information that enables ongoing ownership of pupil content, but does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

c. Use of Pupil Records. SER shall not use any information in the pupil records for any purpose other than those required or specifically permitted by this Agreement.

d. Review of Pupil Records. A parent or legal guardian, or eligible pupil (meaning a pupil who has reached 18 years of age) may review personally identifiable information in the pupil's records and correct erroneous information by notifying either Charter School's or SER's student services department in writing of such request. Charter School will meet with the parent, legal guardian or eligible pupil to review and correct any information in the pupil's records that can be changed in accordance with Charter School's policies. Charter School will notify SER of the need to review pupil records and/or make corrections to any pupil records in writing. Corrections or changes to pupil records must follow Charter School or Charter School's policies. SER shall provide records and/or correct such errors within five (5) business days of receipt of written notice. SER shall cooperate with Charter School to review and/or correct pupil records.

e. Security and Confidentiality of Pupil Records. SER agrees to hold all pupil records in strict confidence. SER shall not use or disclose pupil records received from or on behalf of Charter School except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by Charter School. SER agrees that it will protect the pupil records it receives from or on behalf of Charter School according to commercially acceptable standards and no less rigorously than it protects its own confidential information. SER will designate and train responsible individuals to ensure the security and confidentiality of pupil records. SER shall develop, implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted pupil records received from or on behalf of Charter School. Pupil records shall not be stored or transmitted outside of the United States.

f. Unauthorized Disclosure Notification Process. SER, within one (1) business day of discovery, shall report to Charter School any use or disclosure of pupil records not authorized by this Agreement. SER's report shall identify (i) the nature of the unauthorized use or disclosure, (ii) the pupil records used or disclosed, (iii) who made or is believed to have made the unauthorized use or received the unauthorized disclosure, (iv) what LLAC has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action SER has taken or shall take to prevent future similar unauthorized use or disclosure. SER shall provide to Charter School such other information, including written reports, as reasonably requested by Charter School. If the nature of the breach reported to Charter School involves an unauthorized disclosure of pupil records, the Parties will work together to prepare and send, within five (5) business days, written notification to the parents, legal guardians or eligible pupils detailing the breach and the next steps to be taken to address the specific unauthorized disclosure. Compliance with these requirements shall not, in itself, absolve SER of liability in the event of an unauthorized disclosure of pupil records.

g. Certification of Non-Retention and Destruction of Pupil Records. SER certifies that pupil records shall not be retained or available to SER upon completion of the term of this Agreement. Upon termination of this Agreement, pupil records in the possession of SER shall be returned and/or destroyed. Upon termination, cancellation, expiration or other conclusion of this Agreement, SER shall return all pupil records to Charter School in a format acceptable to

Charter School, or if return is not feasible as determined by Charter School in written notice to SER, destroy all pupil records; provided, however, SER shall not destroy any pupil records without express prior written permission of Charter School. SER shall comply with all known litigation holds or orders to preserve pupil records.

h. Compliance with FERPA and Other Applicable Laws. Charter School and SER will jointly ensure compliance with the federal FERPA by following the confidentiality provisions and access to/release of educational records requirements as set forth in this Agreement, and applicable Charter School policies. The Parties acknowledge and agree that the Charter School is subject to federal, State and local laws relating to the protection of “personally identifiable information” (“PII”) of students, including FERPA. For purposes of this Agreement, the term “personally identifiable information” means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data. SER is obtaining such PII as a “school official” under 34 CFR Section 99.31 for the purpose of providing the Services under this Agreement. In addition to FERPA, SER shall comply with all federal, State and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SER with regard to the Services being provided by SER and regarding the protection of pupil records and PII, including, but not limited to, California Education Code Section 49060 et seq., COPPA and SOPIPA. SER acknowledges that it is familiar with these laws, as well as any other applicable requirements for the storage and transmission of pupil records, and SER will comply with all such requirements.

i. Prohibition on Targeted Marketing. SER shall not use PII in pupil records to engage in targeted advertising.

j. Cyber Liability Insurance and Indemnity. SER shall obtain and maintain for the Term or Renewal Term of this Agreement Cyber Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) in the aggregate, including, but not limited to, coverage for claims involving security and privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of PII information, business interruption, cyber extortion and corruption, and denial of service. SER shall indemnify, defend and hold Charter School (including its officers, directors and employees) from and against all claims, losses, liabilities, damages, expenses or judgments involving a third party, including Charter School’s costs and reasonable attorney’s fees, which necessarily are incurred as a result of any such unauthorized disclosures or misuse of pupil records through the Services provided by SER, excluding those claims, liabilities, damages or judgments arising from the sole negligence, gross negligence or willful conduct of Charter School (including its officers, directors and employees).

11. MISCELLANEOUS

a. Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State, without giving effect to the principles of conflict of laws thereof.

b. Alternative Dispute Resolution.

i. Good Faith Negotiation of Disputes. The Parties agree to cooperate in good faith for any and all disputes or claims relating to this Agreement, to communicate openly and honestly, and to attempt to avoid disputes. If, nevertheless, a dispute arises in connection with this Agreement, either Party may give notice to the other Party of intent to negotiate, and the Parties agree to use their good faith efforts to resolve such dispute in a fair and equitable manner. In the event any dispute or claim arising out of or relating to this Agreement or the relationship resulting in or from this Agreement (a “**Dispute**”), except for any Excluded Claims (as defined below), is unable to be resolved by the Parties (or if one of the Parties refuses to participate in such negotiations) within twenty (20) days from the notice of intent to negotiate, either Party may give written notice to the other (in accordance with Section 11.j) that the Dispute shall be resolved in accordance with this Section 11.b alternative dispute resolution procedures.

ii. Binding Arbitration Except With Respect to Excluded Claims. Any Dispute, except for any Excluded Claims, will be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of Alternative Dispute Resolution, Inc. (the “**Arbitration Rules**”), except as stated below. Within seven (7) calendar days following the giving by either Party of a written notice to arbitrate, the Parties shall jointly select a single arbitrator who shall hear the Dispute. The arbitrator shall convene a hearing as soon as possible thereafter. Each Party may present witnesses, documentary, and other evidence in its behalf, but strict rules of evidence shall not apply. The arbitrator shall permit the filing of briefs upon request of either Party. The arbitrator shall issue a written opinion concerning the matters in controversy together with an award. The arbitrator shall issue the award within thirty (30) days following the close of the hearing, and judgment upon the award may be entered in any court having jurisdiction thereof.

iii. Arbitration Award, Confirmation. Notwithstanding anything to the contrary in the Arbitration Rules or otherwise, the arbitrator is not empowered to award punitive damages. Any award rendered by the arbitrator may be entered as a judgment or order and confirmed or enforced by either Party in any court having competent jurisdiction thereof.

iv. Expense Shifting for Arbitration Avoidance. Notwithstanding anything to the contrary in the Arbitration Rules or otherwise, and except for any Excluded Claims, which claims are not subject to arbitration, no Party may seek judicial relief. In the event any Party violates this provision and brings any action for judicial relief in the first instance without pursuing arbitration prior thereto, such Party will be liable to the other Party for, among other things, all of the other Party’s costs and expenses (including, without limitation, court costs and reasonable attorneys’ fees) incurred to stay or dismiss such judicial action and/or remove or remand it to arbitration. It shall not be a violation of this arbitration provision for the Party entitled to collect such costs and expenses to seek to have them included in a judicial order of dismissal, removal, or remand. In the alternative, such Party may seek an immediate and separate award of such costs and expenses at the outset of the arbitration, which the arbitrator must grant, and the Party may seek immediately to confirm such award of costs and expenses. In addition, if either Party brings any judicial action to vacate or modify any award rendered pursuant to arbitration, or opposes a judicial action to confirm such award, and the Party bringing or opposing such action or opposing confirmation of such award does not prevail, such Party will pay all of the costs and expenses

(including, without limitation, court costs, arbitrators' fees and expenses and reasonable attorneys' fees) incurred by the other Party in defending against the action to vacate or modify such award or in pursuing confirmation of such award. The cost-shifting provisions of the preceding sentence shall apply equally to appeals of judicial decisions to which the preceding sentence applies. It shall not be a violation of this arbitration provision for the Party entitled to collect such costs and expenses to seek to have them included in a judicial order dealing with confirmation, vacation, or modification of an award, or any order on an appeal to which the preceding sentence applies.

v. Excluded Claims. "**Excluded Claims**" means (i) any claim by either Party relating to its intellectual property rights; (ii) any claim by either Party arising under or related to the Charter School Law, or the IRC, and (iii) any claim arising under or related to the protection of student information as detailed in Section 10.

c. Breach and Waiver. No failure on the part of any Party to enforce the provisions of this Agreement shall act as a waiver of the right to enforce any provision. Further, no waiver of any breach of this Agreement shall (a) be effective unless it is in writing and executed by the Party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly and narrowly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

d. No Third Party Beneficiary Rights. With the exception of the Chartering Authority, no third party, whether a constituent of Charter School, a member of the community, a student or parent of a student of any Charter School or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, Charter School or SER in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

e. Negligent, Wrongful or Unlawful Acts of a Party. Nothing in this Agreement shall affect or alter in any way responsibility of either Party to this Agreement for the negligent, wrongful or unlawful act of that Party, including that Party's employees, agents or contractors.

f. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to SER any of the powers or authority of Charter School or the Board, which are not subject to delegation by Charter School or the Board under the Charter School Law, applicable State law or the Charter School's Charter.

g. Compliance with Laws. Unless specifically waived by appropriate governmental authority, SER shall comply with all applicable laws, rules, regulations, ordinances, orders or other requirements of the State and any governmental authority relating to its delivery of the goods or services specified in this Agreement.

h. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated herein as an integral part of this Agreement.

i. Inspection and Access to Records. Upon reasonable notice, the Parties shall make available to each other and to the Chartering Authority for inspection and copying, all books, records, and documents relating to the Parties' obligations and performance under this Agreement.

j. Notices. All notices, demands, consents or other communications ("**Notices**") which either Party may be required or desire to give to the other Party shall be in writing and shall be deemed delivered when (a) personally delivered, (b) if mailed, five business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (c) if delivered by a reputable overnight carrier, one business day after delivery to such carrier, or (d) if delivered by facsimile, on the date the facsimile transmission is confirmed, provided that, on such date, a separate copy is also delivered pursuant to clause (b) or (c). Delivery by mail, overnight carrier or facsimile shall be addressed to the Parties as follows:

SER:

Pete Faragia, Chief Executive Officer
177 Holston Dr.
Lancaster, CA 93535

With a required copy (which shall not constitute notice) to:

Steven G. Churchwell, Esq.
Buchalter, APC
500 Capitol Mall, Suite 1900
Sacramento, CA 95814-4762

CHARTER SCHOOL:

Attention: Chief Executive Officer
26650 The Old Road, #212
Valencia CA 91381

With a required copy (which shall not constitute notice) to:

Bill J. Thompson, Esq.
Law Offices of Bill J. Thompson
28212 Kelly Johnson Parkway Suite 195
Valencia CA 91355

Any Party may change its address for notice by notice given in accordance with the foregoing provisions. Notwithstanding the manner of delivery, whether or not in compliance with the foregoing provisions, any notice, demand or other communication actually received by a Party shall be deemed delivered when so received.

k. Dual Representation. The Parties acknowledge that, in connection herewith, Buchalter ("**Buchalter**") and the Law Offices of Bill J. Thompson ("**LOBJT**") have represented SER and Charter School. Each Party acknowledges that (a) the foregoing has been discussed fully with that Party, (b) each Party could have been represented by independent or different counsel of that Party's own choosing, and (c) Buchalter and LOBJT owe no duty to any

Party other than SER and Charter School. Each Party specifically consents to the foregoing dual representation by Buchalter and LOBJT and waives any objection to the foregoing representation in connection with all matters relating to this Agreement.

l. Defined Terms and Use of Terms. All defined terms used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms “hereunder,” “herein,” “hereby,” and similar terms refer to this Agreement.

m. Section Headings. The headings in this Agreement are for the convenience of the Parties only and shall have no effect on the construction or interpretation of this Agreement and are not part of this Agreement.

n. Exhibits and Schedules. Each exhibit and each schedule to this Agreement to which reference is made in this Agreement is hereby incorporated in this Agreement as an integral part thereof. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any exhibits or schedules, the terms and provisions of this Agreement shall control.

o. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, as of the Effective Date, and there are no understandings of any kind except as expressly set forth herein. Further, any and all prior understandings and agreements between the Parties, expressed or implied, written or oral, are superseded hereby.

p. Modifications and Amendments. This Agreement (including any exhibits and schedules to this Agreement) is the entire agreement between the Parties, and may be altered, changed, added to, deleted from or modified only by agreement in writing by the Parties.

q. Assignment. Subject to SER’s right to subcontract for any of the Services as set forth in Section 3.b, this Agreement, including, without limitation, the rights granted herein, may not be assigned, delegated, transferred, pledged, or hypothecated by either Party, whether voluntarily or involuntarily without the prior written consent of the other Party; provided, however, SER may assign its rights and obligations under this Agreement to a California nonprofit organization that is: (1) related to SER by legal, beneficial or equitable ownership or other means of control (such as parent/subsidiary or corporations under common control); and (2) dedicated to servicing charter schools in the State. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their successors and assigns, and the name of a Party appearing herein shall be deemed to include the name of such Party's successors and assigns to the extent necessary to carry out the intent of this Agreement.

r. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

s. Relationship of the Parties. This Agreement does not constitute, and shall not be construed as constituting, a partnership or joint venture between the Parties. In addition, neither Party is a co-principal, employer or co-employer of the other Party or of an employee of the other Party.

t. Further Assurances. The Parties agree that they will execute and deliver or cause to be executed and delivered from time to time such other documents, including, but not limited to, a license in customary form and will take such other actions as the other Party reasonably may require to more fully and efficiently carry out the terms of this Agreement.

u. Severability. In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement in such jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

v. Force Majeure. Neither Party shall be liable to the other Party for any delay or failure of performance of this Agreement, other than the payment of any monies owed by one Party to the other (including the Service Fee), if the delay or failure is caused by weather conditions, earthquake, fire, flood, pandemic, externally caused transmission interferences, satellite failure, war, riot, acts of terrorism, civil disturbance, or any cause beyond the control of the non-performing Party. If a delay or failure of performance by a Party is caused by an event of force majeure, such Party shall notify the other Party and shall be released without any liability from its performance under this Agreement to the extent and for the period of time that such performance is prevented by the event of force majeure.

w. Negotiated Agreement. The provisions of this Agreement were negotiated by the Parties and this Agreement shall be deemed to have been drafted by the Parties, notwithstanding any presumptions at law to the contrary.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

**LIFELONG LEARNING ADMINISTRATION
CORPORATION, dba SCHOLASTIC
EDUCATION RESOURCES**

DocuSigned by:

By: Pete Faragia
0F5B09AC9F73419...

Name: Pete Faragia

Title: Chief Executive Officer

**ALTA VISTA PUBLIC CHARTER, INC, dba
MISSION ACADEMY**

DocuSigned by:

By: Jeff Brown
B3DE32E6ED16465...

Name: Jeff Brown

Title: Chief Executive Officer

EXHIBIT A

Non-Exclusive Intellectual Property License Agreement

This Non-Exclusive Intellectual Property License Agreement (the “Agreement”) is entered into as of May 1, 2024, by and between **ALTA VISTA PUBLIC CHARTER, INC.**, a public charter school organized as a California nonprofit public benefit corporation, doing business as **MISSION ACADEMY** (“Licensee” or “School”) and **LIFELONG LEARNING ADMINISTRATION CORPORATION**, dba **SCHOLASTIC EDUCATION RESOURCES** (“Licensor”), a 501(c)(3) non-profit supporting organization (“Licensor” or “LLAC”).

- 1) **Grant of License:** Licensor hereby grants to Licensee a non-exclusive, limited, royalty bearing, non-sublicensable, non-transferable license to use, reproduce, distribute and display the following Intellectual Property (“IP”) for the sole purpose of supporting and enhancing the educational programs and operations of the School:
 - a) All service marks, trademarks, copyright, curriculum and other proprietary methods, plans, concepts, signage, colors, design, look and feel, and other experiential features in connection with the operation and promotion of the School. Licensee agrees to use the IP in a manner consistent with the quality standards and guidelines provided by Licensor. Licensee shall not use the IP in any way that may tarnish, dilute or damage the reputation of the IP or Licensor.
 - b) School acknowledges and agrees that LLAC shall own all rights title, and interest in any proprietary rights to curriculum, instructional or educational materials that are: (i) directly developed by LLAC; or (ii) developed by a third-party vendor at the direction of LLAC with funds paid by LLAC.
 - c) If and to the extent that School has or acquires any rights in or to any IP that by law cannot be assigned to LLAC, School hereby unconditionally and irrevocably waives the enforcement of all such rights and all claims or causes of action of any kinds with respect to the foregoing against LLAC, its successors, assigns, or any of their respective licenses or customers, whether known or which hereafter may become known. If School has or acquires any rights in IP that cannot be assigned to LLAC and cannot be waived, then School grants to LLAC an exclusive, worldwide, royalty free, fully paid up, perpetual and irrevocable license. This right shall survive termination of this Agreement.
- 2) **Term:** The term of this Agreement shall commence on the date first above written and continue until terminated by either party upon thirty (30) days written notice to the other party. Upon termination, Licensee shall immediately cease all use of the IP and return or destroy all copies in its possession.
- 3) **Intellectual Property Rights:** Licensee acknowledges that all rights, title and interest in and to the IP, including any goodwill associated therewith, shall remain with Licensor. Licensee agrees not to contest the validity or ownership of the IP.
- 4) **Use and Restrictions:** School agrees to use the IP solely for the purposes stated in Section 1 and

in accordance with all applicable laws and regulations. The School shall not sublicense, sell or otherwise transfer the IP to any third party without the prior written consent of LLAC.

- 5) **No Warranty:** Licensor makes no warranties, express or implied, regarding the IP, including, but not limited to, any warranty of fitness for a particular purpose or merchantability.
- 6) **Indemnification:** Licensee agrees to indemnify, defend and hold Licensor harmless from any claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of, or related to, Licensee's use of the IP. School shall indemnify, defend, and hold harmless LLAC and its affiliates, officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or in connection with any third party claim, suit, action, or proceeding relating to any actual or alleged: (a) breach by LLAC of any representation, warranty, covenant, or obligation under this Agreement; or (b) a LLAC's exercise of its rights granted under this Agreement, including any liability claim or infringement, dilution, or other violation of any IP. The School shall promptly notify LLAC upon becoming aware of a third-party claim under this Section. LLAC shall promptly assume control of the defense and investigation of any third-party claim, with counsel reasonably acceptable to the School, and School shall reasonably cooperate with LLAC in connection therewith, in each case at the School's sole cost and expense. The School shall not settle any such third-party claim [on any terms or in any manner that adversely affects the rights of LLAC] without LLAC's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). Neither the LLAC's failure to perform any obligation under this Section nor any LLAC act or omission in the defense or settlement of any such third-party claim will relieve the School of its obligations under this Section, including with respect to any Losses, except to the extent that the School can demonstrate that it has been materially prejudiced as a result thereof.
- 7) **Confidentiality:** The parties agree to keep confidential all non-public information obtained from the other party under this Agreement. The School shall take all reasonable measures to prevent unauthorized disclosure or use of the IP.
- 8) **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties.
- 9) **Notices.** Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below (or to any other address the receiving Party may designate from time to time in accordance with this Section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

If to LLAC:

177 Holston Drive
Lancaster, CA 93535
Attention: Chad Gray

With a Copy to:

Miller Law Office, PC
25000 Ave Stanford Suite 94
Valencia, CA 91355

If to School:

26650 The Old Road, Suite 212
Valencia, CA 91381
Attention: Jeri Vincent

With a Copy to:

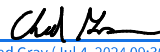
Law Offices of Bill J. Thompson
28212 Kelly Johnson Parkway Suite 195
Valencia, CA 91355

- 10) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 11) **Miscellaneous:** a) This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written. b) This Agreement may not be amended except in writing and signed by both parties. c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive, Non-Transferable Intellectual Property License Agreement as of the Effective Date first above written.

**LIFELONG LEARNING ADMINISTRATION
CORPORATION, dba SCHOLASTIC
EDUCATION RESOURCES**

By: 
Chad Gray (Jul 4, 2024 09:36 CDT)

Name: Chad Gray

Title: Chief Operating Officer

**ALTA VISTA PUBLIC CHARTER, INC., dba
MISSION ACADEMY**

By: 
Jeri Vincent (Jul 4, 2024 08:39 PDT)

Name: Jeri Vincent

Title: Chief Financial Officer

ADMINISTRATIVE SERVICES AGREEMENT
by and between
LIFELONG LEARNING ADMINISTRATION CORPORATION
DBA SEQUOIA ADMINISTRATIVE RESOURCES
and
MISSION ACADEMY

THIS ADMINISTRATIVE SERVICES AGREEMENT (the “*Agreement*”) is made and entered into as of January 1, 2024, (the “*Effective Date*”) by and between **LIFELONG LEARNING ADMINISTRATION CORPORATION** (“**LLAC**”), a California nonprofit public benefit corporation, doing business as **SEQUOIA ADMINISTRATIVE RESOURCES** (“**SAR**”) and **ALTA VISTA PUBLIC CHARTER, INC.**, a public charter school organized as a California nonprofit public benefit corporation, doing business as **MISSION ACADEMY** (“*Charter School*”) (Charter School together with SAR each a “*Party*” and, collectively, the “*Parties*”).

WHEREAS, LLAC is a California nonprofit, public benefit corporation, and tax-exempt under Section 509(a)(3) of the Internal Revenue Code of 1986, as such may be amended (“**IRC**”);

WHEREAS, LLAC is a supporting organization organized for the benefit of both charter schools and entities managing charter schools that are tax-exempt under Sections 509(a)(1) and 170(b)(1)(A)(ii) of the IRC. LLAC engages solely in activities that support and benefit its supported organizations. It is responsive to the needs and demands of—and maintains significant communication with—its supported organizations to assist the Learn4Life network of charter schools in achieving good student outcomes by implementation of the Learn4Life model of education;

WHEREAS, SAR is not authorized to operate a charter school pursuant to Education Code Section 47604 and, therefore, is not an “entity managing a charter school.” SAR contracts with charter schools to provide goods and task-related services that are performed at the direction of the governing body of the charter school and for which the governing body retains ultimate decision-making authority;

WHEREAS, SAR’s mission is to support charter schools within the Learn4Life network of charter schools and other educational organizations in administration of their businesses;

WHEREAS, based on SAR’s extensive years of experience of developing and supporting the Learn4Life network of charter schools as well as SAR’s several years of experience with other educational organizations across the country, the Board of Directors of Charter School (the “**Board**”) expressly desires to adopt and implement the Learn4Life model of education and believes that it is in the best interest of Charter School to contract with SAR to provide certain

administrative services that will maximize the performance and operational efficiency of the Charter School; and

WHEREAS, for and during the Term or any Renewal Term (as hereinafter defined) of this Agreement, the Board desires that SAR provide certain administrative services to Charter School as set forth herein, and SAR desires to provide such services to the Charter School in a manner that is fully consistent with the Charter of Charter School and applicable law.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, representations, warranties, conditions and agreements hereinafter expressed, the Parties agree as follows:

1. DEFINITIONS

a. **“Charter”** or **“Charter School’s Charter”** refers to the charter held by a Charter School as issued by the Chartering Authority.

b. **“Chartering Authority”** refers to the Acton-Agua Dulce Unified School District and supervising the Charter held by Charter School.

c. **“Charter School Law”** means the laws permitting the creation of charter schools in California and governing the development and operation of charter schools in California, including the California Charter Schools Act of 1992, as amended (Ed. Code § 47600 *et seq.*) and any successor statute thereto.

d. **“Mark”** or **“Marks”** means all trademarks, service marks, design marks, trade names, domain names, service names, registrations and applications for registration thereof, and any common law rights pertaining thereto, belonging to each Party.

e. **“Regulatory Authority”** means any United States federal, State or local government, or political subdivision thereof, any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), any arbitrator or arbitral body, or any similar body, including each Chartering Authority.

f. **“Services”** means all the services provided by SAR to Charter School pursuant to, and as described more fully in Section 4 of this Agreement.

g. **“State”** means the State of California.

2. REPRESENTATIONS AND WARRANTIES

a. Representations and Warranties of SAR. SAR represents and warrants as follows:

i. Organization and Tax-exempt Status. LLAC is authorized to do business in the State. LLAC is, and at all times during the Term or any Renewal Term, will be, duly organized under the laws of the State and is exempt from federal income tax as an organization described in section 501(c)(3) of the IRC. Should the Internal Revenue Service (the “**IRS**”) or any other Regulatory Authority require changes to this Agreement in conjunction with the continuation of the tax-exempt status of LLAC, both Parties will take all reasonable steps and agree to all reasonable modifications to effectuate the necessary changes.

ii. Authority. SAR has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby. This Agreement constitutes a valid and binding obligation of SAR, enforceable against SAR in accordance with its respective terms.

iii. Litigation. Except as otherwise disclosed by SAR in a separate writing or otherwise already known to Charter School, there is no suit, claim, action or proceeding now pending or, to the knowledge of SAR, threatened before any Regulatory Authority to which is a party or which may result in any judgment, order, decree, liability, award or other determination, which will, or may reasonably be expected to have an adverse effect upon SAR. No such judgment, order, decree or award has been entered against SAR which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or, to the knowledge of SAR, threatened before any Regulatory Authority involving SAR, which will, or may reasonably be expected to prevent or hamper the fulfillment of the obligations contemplated by this Agreement.

iv. Full Disclosure. No representation or warranty of SAR herein and no statement, information or certificate furnished or to be furnished by SAR pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading or incomplete.

v. Conduct of SAR. SAR has complied, and at all times during the Term or Renewal Term will comply, in all material respects, with all local, State, and federal laws and regulations that are applicable to SAR, which include, but are not limited to, the IRC and the California Corporations Code, as each may be amended. SAR has maintained and will maintain adequate records of the activities and decisions of SAR to ensure and document compliance with all such laws and regulations. SAR agrees to provide Charter School with copies of all such records, and to allow Charter School, at Charter School’s reasonable discretion, to assist with the preparation and retention of such records or to inspect such records.

vi. Insurance. During the Term or any Renewal Term, SAR shall keep and maintain in effect all insurance as may be required and necessary to perform its obligations hereunder. SAR shall be responsible for all costs associated with obtaining such insurance.

b. Representations and Warranties of Charter School. Charter School represents and warrants as follows:

i. Organization and Tax-Exempt Status. Charter School is authorized to do business in the State. Charter School is, and at all times during the Term or Renewal Term will be, duly organized under the laws of the State and is exempt from federal income tax as an organization described in section 501(c)(3) of the IRC. Should the IRS or any other Regulatory Authority require changes to this Agreement in conjunction with its application or continuation of the tax-exempt status of Charter School, both Parties will take all reasonable steps and agree to all reasonable modifications to effectuate the necessary changes.

ii. Authority. Charter School has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby. This Agreement constitutes a valid and binding obligation of Charter School, enforceable against Charter School in accordance with its respective terms.

iii. Litigation. Except as otherwise disclosed by Charter School in a separate writing or otherwise already known to SAR, there is no suit, claim, action or proceeding now pending or, to the knowledge of Charter School, threatened before any Regulatory Authority to which Charter School is a party or which may result in any judgment, order, decree, liability, award or other determination which will or may reasonably be expected to have an adverse effect upon Charter School. No such judgment, order, decree or award has been entered against Charter School which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or, to the knowledge of Charter School, threatened before any Regulatory Authority involving Charter School, which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.

iv. Full Disclosure. No representation or warranty of Charter School herein and no statement, information or certificate furnished or to be furnished by Charter School pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading or incomplete.

v. Conduct of Charter School and the Board. Charter School has materially complied, and at all times during the Term or Renewal Term will comply, in all material respects with all local, State and federal laws and regulations that are applicable to Charter School, which include, but are not limited to, the Internal Revenue Code, the California Corporations Code, the public records and open meetings laws of the State, and the Charter School Law and each successor statute, as each may be amended from time to time. Charter School has maintained and will

maintain adequate records of the activities and decisions of Charter School to ensure and document compliance with all such laws and regulations. Charter School agrees to provide SAR with copies of all such records, and to allow SAR, at SAR's reasonable discretion, to assist with the preparation and retention of such records or to inspect such records.

vi. Due Authorization. Charter School is authorized to operate the proposed charter with the Chartering Authority (the "***Charter School's Charter***"), and Charter School shall be vested by the Chartering Authority with all powers necessary to carry out its programs as outlined in the Charter School's Charter. Charter School shall at all times retain all rights, responsibilities and obligations arising out of the Charter School's Charter and nothing in this Agreement is or shall be interpreted in a manner inconsistent with the Charter School's Charter.

vii. Insurance. During the Term or any Renewal Term and subject to Section 4.i.vii, Charter School shall keep and maintain in effect all insurance as required by the Charter School's Charter and as may be required and necessary to perform its obligations hereunder. Subject to the requirements of the Charter School's Charter, SAR will assist Charter School in selecting and procuring insurance coverage. The costs of all such insurance shall be the sole responsibility of Charter School.

3. **AUTHORITY**

a. Charter School's Fully Retained Duties and Authority. Charter School hereby authorizes SAR to undertake the functions specified in this Agreement with regard to the Services, it being understood that, at all times, Charter School remains accountable to the Chartering Authority and State authorities, as provided for in this Agreement, the Charter School's Charter, and applicable law. The Board and the Charter School's corporate officers, and not SAR, shall maintain the ultimate fiduciary responsibility for Charter School and the Charter School's Charter. SAR shall not be required to provide any Services to the extent the provision thereof: (a) is or becomes impracticable, in any material respect, as a result of a cause or causes outside of SAR's reasonable control; or (b) would require SAR to violate any law or other binding commitment of SAR to any Regulatory Authority.

b. SAR Authority to Subcontract. SAR may subcontract any function or service it is obligated to provide hereunder, provided that no such subcontract shall relieve or discharge SAR from any obligation or liability under this Agreement and provided that no such subcontract shall constitute a majority of SAR's duties under this Agreement. Nothing in this Section 3.b authorizes SAR to subcontract in a manner that is not permitted by applicable law or any provisions of the Charter School's Charter.

c. Chartering Authority's Authority. Nothing in this Agreement shall be construed in any way to limit the authority of the Chartering Authority, including, but not limited to, the authority to take and enforce action pursuant to the Charter School Law.

d. Conflict with Applicable Charter. To the extent there are any conflicts between the terms of the Charter School's Charter and the terms of this Agreement, the terms of the Charter School's Charter shall control.

4. SERVICES, DUTIES AND OBLIGATIONS OF SAR

In addition to the duties and obligations otherwise set forth in this Agreement, during the Term or any Renewal Term, SAR shall provide to Charter School the following Services and shall have the following duties and obligations:

a. General Administrative Services. In exchange for the Service Fee described in Section 6.c.i and paid by Charter School to SAR, SAR will provide these Section 4 Services to Charter School. SAR may perform such functions off-site, except as prohibited by law or otherwise restricted by the Board. SAR may utilize web-based systems to provide support and services to Charter School. SAR shall provide annual reports indicating the services SAR has provided to Charter School, as provided herein, or more frequently as and when the Board shall reasonably request.

b. Additional Services; SAR's Right of First Refusal. To the extent that Charter School wishes to contract with a third party unrelated to SAR for any administrative services not then being provided by SAR (a "**Third Party Agreement**"), such Third Party Agreement cannot be effective and shall be expressly conditioned upon the right of SAR, after thirty (30) days written notice (including a description of the services to be provided in such proposed Third Party Agreement) by Charter School to SAR, to agree to perform such services upon reasonably comparable terms (the reasonableness of the comparison being determined by SAR in the exercise of its discretion) (the "**Alternative**"). If SAR does not notify Charter School of its intention to cause Charter School to refuse the Third Party Agreement and enter into an Alternative with SAR within the aforementioned notice period, then Charter School may proceed with the Third Party Agreement. For the avoidance of doubt, Charter School agrees that it will not permit and is not authorized to permit a Third Party Agreement to become effective unless and until SAR has fully exercised its right of review and first refusal within the terms of this Section 4.b.

c. Public Relations and IP. SAR shall provide public relations services to Charter School, as determined by further mutual agreement of the Parties, in order to advance the shared mission of SAR and Charter School as set forth above in the recitals to this Agreement. Without limitation, and subject to consultation with the Charter School, SAR shall act as Charter School's representative on all matters relating to public relations and public information, including, without limitation, preparing press releases on topics relating to the shared mission of SAR and Charter School as set forth above in the recitals to this Agreement. SAR may provide Charter School a non-exclusive, limited license to use those SAR Learn4Life Marks or any other

SAR Learn4Life intellectual property, as may be reasonably requested by Charter School from time to time, whether registered or unregistered, whether subject to application or not (the “**Learn4Life IP**”). The Parties understand and agree that all ownership rights in and interests to the Learn4Life IP shall be retained by SAR, and Charter School’s right to use the Learn4Life IP shall be governed by the terms of such limited license agreement as set forth in Exhibit A attached hereto.

d. Financial Services (Accounting, Bookkeeping, Payroll, Procurement, and other Financial Functions). Charter School shall retain sole control over decision-making, expenditures, tax reporting and all other financial matters. No such responsibility shall be delegated to SAR, nor to a superintendent or area superintendent. Notwithstanding the first two sentences in this subsection d., all financial data collected, prepared and summarized by SAR as part of the financial services provided to Charter School and maintained in SAR’s financial systems shall be owned by and remain the sole property of SAR; provided, however, all financial reports submitted to the State on behalf of the Charter School and all other financial information and audit reports specific to the Charter School as may be prepared by the Charter School’s independent accountants and independent auditors shall be the sole property of the Charter School and owned by the Charter School. Subject to the foregoing, SAR shall provide the following financial services to Charter School:

i. Preparation and submission of financial reports including all required State financial reporting including, but not limited to, annual independent audited financial reports, annual budgets, 1st and 2nd Interims, unaudited actual reporting, P1 and P2 reporting, non-classroom based funding determinations when applicable, annual LCAP spending reporting and monthly financial statements to Charter School;

ii. Coordination and processing of payments of Charter School’s expenditures;

iii. Provide expertise regarding administration of cash balances to cover Charter School’s payroll and payments to vendors;

iv. Coordination of and payment of Charter School’s Board stipends as described in Section 4.f below;

v. Coordination and processing of Charter School’s payroll and tax reporting and other filings in accordance with the specific directives, procedures and guidelines as designated and updated from time to time by Charter School personnel;

vi. Coordination of and other assistance with the annual independent audit of Charter School’s financial statements; provided, that the cost of the audit will be at the sole expense of Charter School;

vii. Assistance with Western Association of Schools and Colleges (“WASC”) financial reviews, when applicable;

viii. Coordination and administration of all equipment leasing;

ix. Provide expertise and monitoring regarding spending and general administration of grant funding in compliance with specific terms and conditions of said grants and participation in any audits related thereto; and

x. Advise and make recommendations regarding acquisition and administration of external financing as needed.

e. Facilities. SAR shall assist Charter School with the following facilities-related tasks:

i. Assistance in locating, identifying and acquiring (through lease or purchase) learning centers and other required space for Charter School, including, without limitation, coordination of construction and planning associated with the development or redevelopment of learning centers and other facilities;

ii. Coordination with all city or local ordinances for the health and safety of Charter School staff and students;

iii. Assistance in meeting the State and local safety standards during initial acquisition and provide assistance to Charter School’s day-to-day administration of the safety and security of each Charter School facility;

iv. Assistance in negotiating all new and renewal facility leases; and

v. SAR will procure on Charter School’s behalf and oversee the installation of all necessary furnishings and equipment for each Charter School facility. Charter School will be solely responsible for the costs of all such furniture and equipment.

f. Board Facilitation. SAR shall coordinate the scheduling and documentation of all meetings of the Board, including, at the direction of Charter School, the preparation of meeting agendas, resolutions and minutes. In addition, SAR shall facilitate the payment of all Board members’ stipends as authorized and approved by Charter School. Charter School will be solely responsible for the costs of all Board members’ stipends. At the request of Charter School, SAR will coordinate annual Board member training to include training in Charter School protocols, best practices and legal updates. All training will be for the purpose of supporting Charter School’s educational mission and official school business.

g. Strategic Planning and Implementation. SAR will assist Charter School in the development of key long-term goals for Charter School in meeting its academic, funding, reporting, accountability, and growth requirements and in analyzing the political and legislative educational climate. SAR will assist in setting priorities, focusing resources, strengthening operations, insuring that employees at all levels are working toward common goals, establishing consensus around intended results, and assessing and adjusting the organizational direction in response to its changing environment.

h. Charter School Policies. SAR may make reasonable recommendations to Charter School concerning its calendar, policies, rules, regulations, procedures, personnel, and budget, as appropriate and consistent with the shared mission of the Parties as set forth in the above recitals. For the avoidance of doubt, Charter School shall retain sole and complete control over the foregoing policies.

i. Human Capital Administration. SAR shall provide the following human capital administration services to Charter School:

i. Assist with recruiting, screening and recommending certificated and non-certificated individuals for employment by Charter School;

ii. Provide pre-employment screening services, verify, check and monitor credentials for certificated staff;

iii. Coordinate and administer health, life and retirement benefits for Charter School employees, including certificated and non-certificated staff. Charter School shall be solely responsible for the costs of these benefits;

iv. Develop and provide new hire employee orientation, training; onboarding (at the time of hiring) and off-boarding (upon termination) to applicable Charter School employees. SAR will also provide all required State and federal mandated training to applicable Charter School employees. SAR and Charter School shall comply with all applicable federal and State laws, concerning employee welfare, safety and health;

v. Administer and track leave of absence benefits and monitor employee work related injuries of applicable Charter School employees;

vi. Support Charter School with its Chartering Authority's annual oversight visits; and

vii. Assist Charter School in securing and maintaining insurance policies selected by Charter School which shall be in amounts that are no less than the minimum levels required by Charter School, its Charter, the Chartering Authority or applicable law. Such policies shall include liability, casualty, and property insurance for any facility leased directly and/or managed by Charter School and any capital equipment or furniture leased directly and/or managed

by Charter School, as well as Directors and Officers (“**D&O**”) liability coverage insurance in the amount required by Charter School or the Chartering Authority. All premiums and costs will be the responsibility of Charter School.

j. Files and Records. At the request of Charter School, SAR shall maintain temporary custody of all files and records relating to the Services provided under this Agreement. In addition, at the request of Charter School and in order to ensure that such files and records are maintained in a secure environment, SAR may maintain temporary custody of Charter School’s personnel files. SAR acknowledges that all records, data, communications, and other property of Charter School, shall remain the sole property of Charter School, and SAR agrees to return any such material to Charter School immediately upon request or upon termination of this Agreement.

k. Operations Support. SAR will provide assistance to Charter School as requested by Charter School relating to operational matters including without limitation: human capital, facilities, financial matters, and (as appropriate) legal representation. It shall be the responsibility of Charter School to recommend to SAR any actions deemed necessary or advisable with respect to operations support. All decisions and directives regarding same shall be the sole responsibility of Charter School.

l. Reporting Requirements to the Board. SAR shall provide to the Board an annual “year-end report” regarding its activities undertaken pursuant to this Agreement and shall otherwise report to the Board more frequently upon reasonable request by the Board.

m. Written Notice of Annual Support. No later than November 30 of each calendar year, SAR shall provide Charter School with an annual report detailing the type and amount of support that SAR has provided to Charter School pursuant to this Agreement, along with a copy of LLAC’s most recently filed Form 990 and any LLAC governing document that may have changed from the prior annual report.

5. DUTIES AND OBLIGATIONS OF CHARTER SCHOOL

In addition to the duties and obligations otherwise set forth in this Agreement, Charter School shall have the following duties and obligations:

a. General Principle. To the extent not otherwise specified either as a duty of Charter School or as a duty of SAR, all duties applicable to the proper operation of Charter School and maintenance of applicable academic standards shall remain the duty of Charter School and the Board. It is expressly understood by the Parties that SAR shall serve Charter School solely in the capacity of a vendor and shall not be responsible for managing, operating or governing the charter school.

b. Protection of Reputation of SAR and the Learn4Life Model of Education. Charter School, including, but not limited to, its officers, Board members and employees, shall take no action that would unfairly and negatively impact SAR's reputation as a service provider, SAR's relationship with the Chartering Authority, or the Learn4Life model of education. Any criticism or complaint by Charter School's employees regarding the Learn4Life method of education or SAR's services or operations shall be addressed by the officers of the Charter School and shall not be addressed by any member of the Board. Failure to comply with this provision shall result in SAR's right to immediately terminate this Agreement.

c. Damage or Loss. Charter School shall maintain adequate insurance, or otherwise hold SAR harmless, for damage or loss to Charter School's property, except to the extent as excluded in Section 8.d.

d. Charter School Employees. Charter School shall employ all of its certificated personnel. Charter School shall determine and administer compensation (social security and benefit) plans for its employees; provided, however. SAR may consult with, administer and advise Charter School with respect to said matters.

e. Annual Audit. Charter School shall pay for an independent annual audit of Charter School to be conducted in compliance with State law and regulations, and showing the manner in which funds are spent at and on behalf of Charter School. The annual audit shall be performed by a certified public accountant selected by the Board. SAR may consult with and help Charter School to identify a qualified certified public accounting firm.

f. Legal Services. While SAR may make recommendations to the Board regarding any arrangements for legal services for Charter School, Charter School and the Board shall hire legal counsel for Charter School and the Board, as Charter School may deem appropriate and necessary, and Charter School shall pay for its own legal services.

g. Reporting. Charter School shall provide SAR with all financial and other information and reporting that SAR reasonably requests in a timely manner to enable SAR to fulfill its duties and exercise its rights under this Agreement, including, without limitation, to ensure Charter School alignment with the mission of the Parties as set forth in the recitals to this Agreement.

h. Power and Authority. Charter School shall ensure that SAR has the requisite power and authority necessary to carry out the duties under this Agreement, subject in all respects to the Charter School's Charter.

6. FINANCIAL ARRANGEMENTS

a. Funding Eligibility. Charter School shall be responsible for complying with applicable requirements for the purpose of receiving or maintaining Charter School's eligibility to receive from the Chartering Authority the per pupil allowance to which Charter School is entitled under applicable law. Charter School shall apply for all State aid or other monies it is eligible to receive from the Chartering Authority. Charter School shall permit SAR to review any such applications and reports prior to their submission, and SAR may facilitate the application and report process, if and to the extent Charter School reasonably deems appropriate.

b. Donations and Grants. At the request of Charter School, SAR may solicit, on behalf of Charter School, grants and donations consistent with the mission and tax-exempt purpose of Charter School. All monies raised from such fund-raising activities, which are to create specific funding sources to and for Charter School, shall be deposited into the Charter School accounts and used for the benefit of Charter School.

c. Service Fee to SAR and Third Party Costs.

i. Service Fee. For the Services provided by SAR to Charter School, Charter School will pay to SAR a service fee (the "**Service Fee**") in the amount of five percent (5%) of the Charter School's annual Revenues. The Service Fee shall be paid by Charter School to SAR in twelve (12) monthly installments per fiscal year. Each payment shall be paid no later than the tenth (10th) day of each month in which a payment is due. For purposes of this Section 6.c.i., the term "**Revenues**" shall include the full gross amount of Revenues received by or on behalf of the Charter School from any source, including, without limitation, State and local per pupil basic-education funds and other public school State and local funding and federal funds specific to programs or students. The amount of each monthly installment shall be based upon Charter School's current school year budget Revenue. No later than July 31 of each year, a reconciliation of payments shall be made based upon Charter School's actual Revenues in the prior fiscal year. If the total amount of payments made by Charter School exceeds the total amount due based upon Charter School's actual Revenues, SAR shall refund to the Charter School the total amount of said overpayment no later than fifteen (15) days after receipt of the reconciliation. If the total amount of installment payments made by Charter School for the subject year is less than the total amount due based upon Charter School's actual Revenues, Charter School shall pay the total amount of said underpayment to SAR no later than fifteen (15) days after receiving the reconciliation.

ii. Service Fee Adjustment. The Service Fee during the Term or any Renewal Term may be adjusted upon the mutual written agreement of the Parties.

iii. Additional Services. In the event that Charter School requests services in addition to the Services to be provided by SAR hereunder, the Parties shall agree upon the amount of any additional fee payable to SAR in connection therewith. In the event no such

agreement is reached, SAR shall have no obligation to provide such services. Such additional services might include, for example: (i) additional programmatic, restructuring, compliance, or re-organization changes due to new interpretations of existing regulations or new regulations; (ii) compliance with new, additional or unanticipated Chartering Authority's oversight requirements, (iii) additional services provided by SAR pursuant to Section 4.b above; and (iv) additional legal compliance due to changes in applicable laws.

d. Financing. The Board may apply to LLAC for financing from time to time. Any financing extended by LLAC to Charter School shall be separately documented by promissory notes or other contractual documents. In addition, LLAC may, in its sole discretion, defer fees due thereunder.

e. Solicitations. SAR must seek the approval of Charter School prior to pursuing any newly identified prospects or soliciting any non-governmental grants, donations or contributions on behalf of the Charter School. Any such funds so received shall be used solely in accordance with the purpose(s) for which they were solicited, applicable terms and conditions or donor restrictions, as otherwise approved by the Board of Charter School. Upon reasonable advance request, SAR shall provide evidence to the Board that Charter School is in compliance with such requirements, and shall provide all reports, data and information reasonably necessary for Charter School to meet any reporting requirements for such funding. Subject to applicable donor restrictions, the Board shall determine the allocation of any funds subject to this Section 6.e. that remain unexpended following completion of the project or purpose for which the funds were originally received.

f. Cost of Services Provided by Third Parties. Charter School agrees to pay any actual and reasonable costs incurred by SAR in coordinating the services provided by third parties. Such costs may include, but are not limited to, additional or extra administrative service fees, third party information systems providers, secretary of state filing fees, tax preparation fees, bank fees, legal fees, audit fees, insurance costs and personal property purchases (such as furniture and equipment). Such costs shall be billed monthly to Charter School and shall include a detailed invoice.

7. **USE OF MARKS**

a. Each Party shall use the other Party's Marks only in the manner and for the duration expressly permitted in writing by the other Party. Neither Party shall acquire any interest in the other Party's Marks. Neither Party shall utilize the other Party's Marks in any manner that would diminish their value or harm the reputation of the other Party. SAR may coordinate with LLAC to provide Charter School with a non-exclusive, limited license to use those LLAC Learn4Life Marks or any other LLAC Learn4Life intellectual property, as may be reasonably requested by Charter School from time to time, whether registered or unregistered, whether subject to application or not (the "***Learn4Life IP***").

b. The Parties shall enter into a license agreement in substantially the form as set forth in Exhibit A setting forth in greater detail the ownership and terms and conditions of Charter School's use of any of the Learn4Life IP.

c. The Parties acknowledge that the strength of the Learn4Life IP is based, in part, on the inextricable connection between the Learn4Life Marks and use by Charter School or other educational organizations of the Learn4Life model of personalized education for at-risk youth.

d. Accordingly, upon termination of this Agreement, Charter School shall, within fifteen (15) days of the effective date of termination or expiration of this Agreement, do the following:

i. Inform, in writing, all students and parents of the Charter School that its right to use the Learn4Life IP, which shall include use of the "Learn4Life" model of personalized education for at-risk youth, has been terminated; and

ii. Cease all use of any curriculum, signage, documentation or other material of any kind bearing the Learn4Life IP and shall deliver all such materials in Charter School's possession to SAR.

8. INDEMNIFICATION

a. Survival of Representations and Warranties. All representations and warranties hereunder shall be deemed to be material and relied upon by the Parties with or to whom the same were made, notwithstanding any investigation or inspection made by or on behalf of such Party or Parties. The representations and warranties covered in this Agreement will survive the termination or expiration of this Agreement for a period of two (2) years.

b. Not Liable for Operation of Charter School. SAR agrees to indemnify Charter School to the extent more specifically described in the balance of this Section 8; provided however, SAR shall not be liable for any matter applicable to the proper operation of Charter School and applicable academic standards, which shall be the duty of Charter School and the Board, as set forth in Section 5.

c. Indemnification of Charter School. To the extent permitted by applicable law, SAR shall hold Charter School and its officers, directors, successors, assigns, and agents (the "**Charter School Indemnified Persons**") harmless and indemnify each of them from and against any and all claims, losses, damages, liabilities, penalties, fines, expenses or costs ("**Claims**"), plus reasonable attorneys' fees and expenses incurred in connection with Claims and/or enforcement of this Agreement, plus interest from the date incurred through the date of payment at the prime lending rate as published in The Wall Street Journal, from time to time (collectively, the "**Indemnified Claims**"), incurred or to be incurred by any Charter School Indemnified Persons resulting from or arising out of, directly or indirectly, any breach or violation of SAR's

representations, warranties, covenants, or agreements contained in this Agreement, except to the extent the damages or injuries alleged are caused by the sole negligence, or caused by the gross negligence or willful conduct of any Charter School Indemnified Persons.

d. Indemnification of SAR. To the extent permitted by applicable law, Charter School shall hold SAR and its officers, directors, successors, assigns, and agents of each of them (the “**SAR Indemnified Persons**”), harmless and indemnify each of them from and against any and all Indemnified Claims, incurred or to be incurred by any of SAR Indemnified Persons resulting from or arising out of, directly or indirectly, any breach or violation of Charter School’s representations, warranties, covenants or agreements contained in this Agreement, except to the extent the damages or injuries alleged are caused by the sole negligence, or caused by the gross negligence or willful conduct of any SAR Indemnified Persons.

e. Insurance. The Parties shall each maintain, at their own cost, commercially standard insurance policies and insurance policies required by law in sufficient amounts to perform their obligations under this Agreement and protect each Party from claims, including employment, general liability and workplace injury claims as required by of this Agreement. In addition, SAR shall maintain Cyber Liability Insurance as required by Section 10.j of this Agreement. Nothing in this Section 8.e concerning insurance requirements shall reduce a Party’s liability or obligations under the indemnification provisions of this Agreement; provided however, all such indemnification in this Section 8 shall apply only to the extent that any of the Indemnified Claims are not covered by the insurance in place with the Parties.

f. Limitations on Damages and Warranties.

i. CHARTER SCHOOL EXPRESSLY UNDERSTANDS AND AGREES THAT SAR MAKES NO WARRANTIES OF ANY KIND OR TYPE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding anything in this Agreement to the contrary, in no event shall SAR be liable in any way to Charter School for any Claims related in any way to the quality or the provision of the Services provided by SAR to Charter School pursuant to this Agreement, except as provided in Section 8(f)(ii) below.

ii. Notwithstanding anything in this Agreement to the contrary and regardless of the nature of any claim or the form of any action that Charter School may bring against SAR as a result of or arising out of SAR’s actions, errors or omissions or in failure to provide Services (collectively, “**Defective Service**”), Charter School’s sole remedy shall be: (i) to demand that SAR provide or arrange for providing the Services in accordance with this Agreement, or (ii) if SAR cannot comply with (i) and the reason is not because of force majeure as described below, reimburse the relevant portion of the Service Fee that Charter School paid to SAR for such Defective Service; provided, that with respect to a school year, in no event shall SAR be required to reimburse Charter School an amount in excess of the Service Fee for such school year. For purposes of this Section 8(f)(ii) the “relevant portion of the Service Fee” shall equal the actual documented costs incurred by Charter School to retain a third party to provide such Service during

the applicable portion of the school year for which such Service is required. Any reimbursement under this Section 8(f)(ii) must first be reduced by amounts that Charter School owes to SAR before the claim(s) arose. If Charter School has not paid the Service Fee for the month the Defective Service occurs, Charter School's obligation to pay the relevant portion of the Service Fee for the Defective Service shall be cancelled (at which time, the obligation of SAR to provide such Services shall be cancelled).

iii. Any other term, covenant or condition of this Agreement to the contrary notwithstanding, each of Charter School and SAR, and their respective officers, directors, employees and agents retain their statutory governmental, official and any other immunity provided pursuant to the laws of the State and do not waive the defenses of governmental and official immunity derived from such laws.

g. Indemnification of Third-Party Claims. The obligations and liabilities of any Party to indemnify the other under this Section 8 with respect to a Claim relating to or arising from third parties (a "Third Party Claim") shall be subject to all applicable law and to the following terms and conditions:

i. Notice and Defense. The Party to be indemnified (the "***Indemnified Party***") will give the Party from whom indemnification is sought (the "***Indemnifying Party***") prompt written notice of any such Third Party Claim, and the Indemnifying Party may undertake the defense thereof by representatives chosen by it. Failure to give notice shall not affect the Indemnifying Party's duty or obligations under this Section 8, except to the extent the Indemnifying Party is prejudiced thereby. If the Indemnifying Party undertakes the defense of a Third Party Claim, then the Indemnifying Party shall be deemed to accept that it has an indemnification obligation under this Section 8.g with respect to such Third Party Claim, unless it shall in writing reserve the right to contest its obligation to provide indemnity with respect to such Third Party Claim. Subject to Section 8.g.ii and so long as the Indemnifying Party is defending any such Third Party Claim actively and in good faith, the Indemnified Party shall not settle such Third Party Claim without the advance written consent of the Indemnifying Party. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Third Party Claim and shall in other respects give reasonable cooperation in such defense.

ii. Failure to Defend. If the Indemnifying Party, within thirty (30) days after notice of any such Third Party Claim, fails to dispute the obligation of the Indemnifying Party with respect to such Third Party Claim and fails to defend such Third Party Claim actively and in good faith, then the Indemnified Party will (upon written notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Third Party Claim or consent to the entry of a judgment with respect to such Third Party Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party's defense, compromise, or settlement.

iii. Indemnified Party's Rights. Anything in this Section 8.g to the contrary notwithstanding, if there is a reasonable probability that a Third Party Claim may materially and adversely affect the Indemnified Party, other than as a result of money damages or other money payments, then (i) the Indemnified Party shall have the right to defend, compromise or settle such Third Party Claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Third Party Claim that does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability with respect to such Third Party Claim.

h. Payment.

i. With regard to Indemnified Claims between the Parties, SAR shall promptly pay the Charter School Indemnified Persons any amounts due under Section 8.c, and/or Charter School shall promptly pay the SAR Indemnified Persons any amounts due under Section 8.d. In the event that the Indemnified Claims between the Parties are disputed in whole or in part, then upon judgment, determination, settlement or compromise of such Indemnified Claims, the Party from whom indemnification is sought shall promptly pay the Party to be indemnified, the amounts so determined by judgment, determination, settlement or compromise.

ii. With regard to a Third Party Claim, the Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Section 8. Upon judgment, determination, settlement or compromise of any Third Party Claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment an appeal is made from the judgment. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. In the event of any payment under this Agreement, the Indemnifying Party shall be subrogated to the extent of such payment to all of the rights of recovery of any Indemnified Party, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Indemnifying Party to bring suit to enforce such rights. The Indemnifying Party may not waive any such subrogation rights in settlement.

i. Adjustment of Liability. In the event an Indemnifying Party is required to make any payment under this Section 8 in respect of any damages, liability, obligation, loss, claim, or other amount indemnified hereunder, such Indemnifying Party shall pay the Indemnified Party an amount which is equal to the sum of: (i) the amount of such damages, liability, obligation, loss, claim or other amount, minus (ii) the amount of any insurance proceeds the Indemnified Party actually receives with respect thereto and provided that the Indemnified Party actively pursues in good faith a claim against its insurance, minus (iii) any third party payments actually received by the Indemnified Party with respect to such damages, liability, obligation, loss, claim or other amount after demand or notice to such third party from the Indemnifying Party (with the consent of the Indemnified Party which will not be unreasonably withheld).

9. TERM AND TERMINATION

a. Term. The term of this Agreement shall be from the Effective Date through the expiration of Charter School's Charter currently in effect (the "**Term**"). In the event that Charter School's Charter shall be renewed, this Agreement shall be automatically renewed for the term of the renewed Charter(s) (each, a "**Renewal Term**").

b. Termination by Charter School. Notwithstanding the foregoing, Charter School shall have the right to terminate this Agreement in accordance with the following provisions:

i. Termination for Cause. Subject to the provision of Section 9.b.iii below, Charter School may terminate this Agreement for cause at any time during the Term or Renewal Term by giving ninety (90) days prior written notice of termination to SAR. For purposes of this Section 9.b.i, the term "for cause" shall mean:

(A) SAR becomes insolvent, is placed under receivership, is the subject of voluntary or involuntary bankruptcy proceedings, or makes a general assignment for the benefit of creditors;

(B) SAR violates any provision of law with respect to Charter School from which Charter School is not expressly exempt;

(C) SAR breaches any of the material terms and conditions of this Agreement;

(D) SAR's corporate status is revoked;

(E) SAR loses its tax-exempt status; or

(F) The enactment, repeal, promulgation or withdrawal of any federal, State or local law, regulation, court or administrative body decision finding that this Agreement, the operation of the operation of Charter School in conformity with this Agreement or Charter School's Charter violates Charter School's, or the Chartering Authority's or the State's statutes, laws, rules or regulations or any contract or agreement.

ii. Charter School's Notice of Intent to Terminate. If Charter School determines that grounds for termination exist and that it wishes to terminate this Agreement, Charter School shall provide to SAR written notice of its intent to terminate ("**Charter School's Notice of Intent to Terminate**"). Said notice shall specify with particularity the actions or inactions of SAR giving rise to Charter School's intent to terminate, including a citation to the provision(s) of this Agreement that Charter School contends that SAR has breached.

iii. SAR's Right To Cure. Upon receipt of the Charter School's Notice of Intent to Terminate, SAR shall have sixty (60) days within which to cure the alleged breach(es) to the satisfaction of Charter School.

iv. SAR's Failure to Cure/Termination. If SAR fails to cure the alleged breach(es) to the satisfaction of Charter School within said sixty (60) day period, this Agreement shall be deemed terminated effective ninety (90) days following SAR's receipt of the Charter School's Notice of Intent to Terminate.

c. Termination by the SAR. Notwithstanding the foregoing, SAR shall have the right to terminate this Agreement in accordance with the following provisions:

i. Termination for Cause. Subject to the provisions of Section 9.c.iii below, SAR shall have the right to terminate this Agreement for cause at any time during the Term or Renewal Term by giving ninety (90) days prior written notice of termination to SAR. For purposes of this Section 9.c.i, the term "for cause" shall mean:

(A) Charter School breaches any material terms of this Agreement;

(B) Charter School fails to comply with its bylaws and such failure materially and adversely affects the ability of Charter School to operate;

(C) Charter School violates any material provision of law with respect to Charter School's operations from which Charter School is not expressly exempt;

(D) Charter School takes any action or fails to take any action that materially interferes with SAR's ability to perform its obligations under this Agreement;

(E) Charter School's Charter is revoked; or

(F) The enactment, repeal, promulgation or withdrawal of any federal, State or local law, regulation, court or administrative body decision finding that this Agreement, the operation of the operation of Charter School in conformity with this Agreement or the Charter School's Charter violates Charter School's or the Chartering Authority's or the State's statutes, laws, rules or regulations or any contract or agreement.

ii. SAR's Notice of Intent to Terminate. If SAR determines that grounds for termination exist and that it wishes to terminate this Agreement, SAR shall provide Charter School with written notice of its intent to terminate ("**SAR's Notice of Intent to Terminate**"). Said notice shall specify with particularity the actions or inactions of Charter School giving rise to SAR's intent to terminate, including a citation to the provision(s) of this Agreement that SAR contends that Charter School has breached.

iii. Charter School's Right to Cure. Upon receipt of the SAR's Notice of Intent to Terminate, Charter School shall have sixty (60) days within which to cure the alleged breach(es) to the satisfaction of the SAR.

iv. Charter School's Failure to Cure/Termination. If Charter School fails to cure the alleged breach(es) to the satisfaction of SAR within said sixty (60) day period, this Agreement shall be deemed terminated effective ninety (90) days following Charter School's receipt of the SAR's Notice of Intent to Terminate.

d. Termination Upon Agreement of the Parties. This Agreement may be terminated upon written agreement of the Parties.

e. Avoidance of Disruptions to Students. Notwithstanding the foregoing provisions of this Section 9, each Party shall use its good faith best efforts to avoid a termination of this Agreement that becomes effective during the school year because of the disruption to the educational program and the students. Therefore, in the event this Agreement is terminated by either Party prior to the end of the Term or Renewal Term, absent unusual and compelling circumstances, the termination will not become effective until the end of the then current school year.

f. Payment of Service Fee. Upon termination of this Agreement by either Party, Charter School shall pay SAR any previously due and unpaid portion of the Service Fee for Services performed by SAR until the effective date of termination.

g. Assistance Following Termination by SAR. In the event of termination of this Agreement by SAR, SAR shall provide reasonable assistance to Charter School for the shorter of the remainder of the current school year or ninety (90) days after the effective date of termination of this Agreement (the "**Termination Assistance Period**"), to assist in the transition to another service provider. During the Termination Assistance Period, will be entitled to receive and Charter School shall continue to pay SAR's Service Fee and shall reimburse for all reasonable expenses incurred by SAR in providing such transition assistance.

h. Records upon Termination. Upon termination or expiration of this Agreement for any reason, SAR shall give to Charter School as soon as practicably possible all student, fiscal, and other Charter School records.

10. PROTECTION OF STUDENT INFORMATION

The Parties each acknowledge that Charter School is a California public benefit entity subject to State and federal laws governing education, including the California Education Code, the California Student Online Personal Information Protection Act ("**SOPIPA**"), the federal Children's Online Privacy and Protection Act ("**COPPA**"), and the federal Family Education Rights and Privacy Act (20 U.S.C. § 1232a) ("**FERPA**"). The Parties further acknowledge that SAR is a "third party" under California Education Code Section 49073.1(d)(6), which defines

“third party” as a provider of digital educational software or services, including cloud-based services, for the digital storage, compilation and retrieval of pupil records. As such the Parties agree to the following terms in compliance with California Education Code Section 49073.1:

a. Ownership and Control of Public Records. The pupil records shall continue to be the property of and under the control of Charter School. For purposes of this Section 10:

i. “Pupil records” means both any information directly related to a pupil that is maintained by Charter School and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Charter School employee;

ii. “Pupil records” does not mean de-identified information, including aggregated de-identified information, used (i) to improve educational products for adaptive learning purposes and for customizing pupil learning, (ii) to demonstrate the effectiveness of SAR’s products in the marketing of those products, or (iii) for the development and improvement of educational sites, services or application; and

iii. “De-identified information” means information that cannot be used to identify an individual pupil.

b. Ownership and Control of Pupil-Generated Content. To the extent Services provided by SAR contain any pupil-generated content from the pupils of Charter School, the pupils may retain possession and control of their own pupil-generated content, or may transfer pupil-generated content to a personal account. In such case, Charter School shall promptly notify SAR and forward a copy of any such pupil request to SAR, and SAR will process the written request and work with Charter School to return the pupil-generated content in a format acceptable to Charter School within five (5) business days after SAR receives Charter School’s request. For purposes of this Agreement, “pupil generated content” includes essays, research reports, portfolios, creative writing, music or other audio files, photographs and account information that enables ongoing ownership of pupil content, but does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

c. Use of Pupil Records. SAR shall not use any information in the pupil records for any purpose other than those required or specifically permitted by this Agreement.

d. Review of Pupil Records. A parent or legal guardian, or eligible pupil (meaning a pupil who has reached 18 years of age) may review personally identifiable information in the pupil’s records and correct erroneous information by notifying either Charter School’s or SAR’s student services department in writing of such request. Charter School will meet with the parent, legal guardian or eligible pupil to review and correct any information in the pupil’s records that can be changed in accordance with Charter School’s policies. Charter School will notify SAR of the need to review pupil records and/or make corrections to any pupil records in writing.

Corrections or changes to pupil records must follow Charter School or Charter School's policies. SAR shall provide records and/or correct such errors within five (5) business days of receipt of written notice. SAR shall cooperate with Charter School to review and/or correct pupil records.

e. Security and Confidentiality of Pupil Records. SAR agrees to hold all pupil records in strict confidence. SAR shall not use or disclose pupil records received from or on behalf of Charter School except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by Charter School. SAR agrees that it will protect the pupil records it receives from or on behalf of Charter School according to commercially acceptable standards and no less rigorously than it protects its own confidential information. SAR will designate and train responsible individuals to ensure the security and confidentiality of pupil records. SAR shall develop, implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted pupil records received from or on behalf of Charter School. Pupil records shall not be stored or transmitted outside of the United States.

f. Unauthorized Disclosure Notification Process. SAR, within one (1) business day of discovery, shall report to Charter School any use or disclosure of pupil records not authorized by this Agreement. SAR's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the pupil records used or disclosed, (iii) who made or is believed to have made the unauthorized use or received the unauthorized disclosure, (iv) what SAR has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action SAR has taken or shall take to prevent future similar unauthorized use or disclosure. SAR shall provide to Charter School such other information, including written reports, as reasonably requested by Charter School. If the nature of the breach reported to Charter School involves an unauthorized disclosure of pupil records, the Parties will work together to prepare and send, within five (5) business days, written notification to the parents, legal guardians or eligible pupils detailing the breach and the next steps to be taken to address the specific unauthorized disclosure. Compliance with these requirements shall not, in itself, absolve SAR of liability in the event of an unauthorized disclosure of pupil records.

g. Certification of Non-Retention and Destruction of Pupil Records. SAR certifies that pupil records shall not be retained or available to SAR upon completion of the term of this Agreement. Upon termination of this Agreement, pupil records in the possession of SAR shall be returned and/or destroyed. Upon termination, cancellation, expiration or other conclusion of this Agreement, SAR shall return all pupil records to Charter School in a format acceptable to Charter School, or if return is not feasible as determined by Charter School in written notice to SAR, destroy all pupil records; provided, however, SAR shall not destroy any pupil records without express prior written permission of Charter School. SAR shall comply with all known litigation holds or orders to preserve pupil records.

h. Compliance with FERPA and Other Applicable Laws. Charter School and SAR will jointly ensure compliance with the federal FERPA by following the confidentiality provisions and access to/release of educational records requirements as set forth in this Agreement, and applicable Charter School policies. The Parties acknowledge and agree that the Charter School is subject to federal, State and local laws relating to the protection of “personally identifiable information” (“**PII**”) of students, including FERPA. For purposes of this Agreement, the term “personally identifiable information” means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data. SAR is obtaining such PII as a “school official” under 34 CFR Section 99.31 for the purpose of providing the Services under this Agreement. In addition to FERPA, SAR shall comply with all federal, State and local laws, rules, regulations and ordinances that are now or may in the future become applicable to with regard to the Services being provided by and regarding the protection of pupil records and PII, including but not limited to California Education Code Section 49060 et seq., COPPA and SOPIPA. SAR acknowledges that it is familiar with these laws, as well as any other applicable requirements for the storage and transmission of pupil records, and SAR will comply with all such requirements.

i. Prohibition on Targeted Marketing. SAR shall not use PII in pupil records to engage in targeted advertising.

j. Cyber Liability Insurance and Indemnity. SAR shall obtain and maintain for the Term or Renewal Term of this Agreement Cyber Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) in the aggregate including but not limited to coverage for claims involving security and privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of PII information, business interruption, cyber extortion and corruption, and denial of service. SAR shall indemnify, defend and hold Charter School (including its officers, directors and employees) from and against all claims, losses, liabilities, damages, expenses or judgments involving a third party, including Charter School’s costs and reasonable attorney’s fees, which necessarily are incurred as a result of any such unauthorized disclosures or misuse of pupil records through the Services provided by SAR, excluding those claims, liabilities, damages or judgments arising from the sole negligence, gross negligence or willful conduct of Charter School (including its officers, directors and employees).

11. MISCELLANEOUS

a. Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State, without giving effect to the principles of conflict of laws thereof.

b. Alternative Dispute Resolution.

i. Good Faith Negotiation of Disputes. The Parties agree to cooperate in good faith for any and all disputes or claims relating to this Agreement, to communicate openly

and honestly, and attempt to avoid disputes. If, nevertheless, a dispute arises in connection with this Agreement, either Party may give notice to the other Party of intent to negotiate, and the Parties agree to use their good faith efforts to resolve such dispute in a fair and equitable manner. In the event any dispute or claim arising out of or relating to this Agreement or the relationship resulting in or from this Agreement (a “**Dispute**”), except for any Excluded Claims (as defined below), is unable to be resolved by the Parties (or if one of the Parties refuses to participate in such negotiations) within twenty (20) days from the notice of intent to negotiate, either Party may give written notice to the other (in accordance with Section 11.j) that the Dispute shall be resolved in accordance with this Section 11.b alternative dispute resolution procedures.

ii. Binding Arbitration Except With Respect to Excluded Claims. Any Dispute, except for any Excluded Claims, will be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of Alternative Dispute Resolution, Inc. (the “**Arbitration Rules**”), except as stated below. Within seven (7) calendar days following the giving by either Party of a written notice to arbitrate, the Parties shall jointly select a single arbitrator who shall hear the Dispute. The arbitrator shall convene a hearing as soon as possible thereafter. Each Party may present witnesses, documentary, and other evidence in its behalf, but strict rules of evidence shall not apply. The arbitrator shall permit the filing of briefs upon request of either Party. The arbitrator shall issue a written opinion concerning the matters in controversy together with an award. The arbitrator shall issue the award within thirty (30) days following the close of the hearing, and judgment upon the award may be entered in any court having jurisdiction thereof.

iii. Arbitration Award; Confirmation. Notwithstanding anything to the contrary in the Arbitration Rules or otherwise, the arbitrator is not empowered to award punitive damages. Any award rendered by the arbitrator may be entered as a judgment or order and confirmed or enforced by either Party in any court having competent jurisdiction thereof.

iv. Expense Shifting for Arbitration Avoidance. Notwithstanding anything to the contrary in the Arbitration Rules or otherwise, and except for any Excluded Claims, which claims are not subject to arbitration, no Party may seek judicial relief. In the event any Party violates this provision and brings any action for judicial relief in the first instance without pursuing arbitration prior thereto, such Party will be liable to the other Party for, among other things, all of the other Party’s costs and expenses (including, without limitation, court costs and reasonable attorneys’ fees) incurred to stay or dismiss such judicial action and/or remove or remand it to arbitration. It shall not be a violation of this arbitration provision for the Party entitled to collect such costs and expenses to seek to have them included in a judicial order of dismissal, removal, or remand. In the alternative, such Party may seek an immediate and separate award of such costs and expenses at the outset of the arbitration, which the arbitrator must grant, and the Party may seek immediately to confirm such award of costs and expenses. In addition, if either Party brings any judicial action to vacate or modify any award rendered pursuant to arbitration, or opposes a judicial action to confirm such award, and the Party bringing or opposing such action or opposing confirmation of such award does not prevail, such Party will pay all of the costs and expenses (including, without limitation, court costs, arbitrators’ fees and expenses and reasonable attorneys’ fees) incurred by the other Party in defending against the action to vacate or modify such award or

in pursuing confirmation of such award. The cost-shifting provisions of the preceding sentence shall apply equally to appeals of judicial decisions to which the preceding sentence applies. It shall not be a violation of this arbitration provision for the Party entitled to collect such costs and expenses to seek to have them included in a judicial order dealing with confirmation, vacation, or modification of an award, or any order on an appeal to which the preceding sentence applies.

v. Excluded Claims. “**Excluded Claims**” means: (i) any claim by either Party relating to its intellectual property rights; (ii) any claim by either Party arising under or related to the Charter School Law, or the IRC, and (iii) any claim arising under or related to the protection of student information as detailed in Section 10.

c. Breach and Waiver. No failure on the part of any Party to enforce the provisions of this Agreement shall act as a waiver of the right to enforce any provision. Further, no waiver of any breach of this Agreement shall (a) be effective unless it is in writing and executed by the Party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly and narrowly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

d. No Third Party Beneficiary Rights. With the exception of the Chartering Authority, no third party, whether a constituent of Charter School, a member of the community, a student or parent of a student of any Charter School or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, Charter School or SAR in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

e. Negligent, Wrongful or Unlawful Acts of a Party. Nothing in this Agreement shall affect or alter in any way responsibility of either Party to this Agreement for the negligent, wrongful or unlawful act of that Party including that Party’s employees, agents or contractors.

f. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to SAR any of the powers or authority of Charter School or the Board, which are not subject to delegation by Charter School or the Board under the Charter School Law, applicable State law or the Charter School’s Charter.

g. Compliance with Laws. Unless specifically waived by appropriate governmental authority, SAR shall comply with all applicable laws, rules, regulations, ordinances, orders or other requirements of the State and any governmental authority relating to its delivery of the goods or services specified in this Agreement.

h. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated herein as an integral part of this Agreement.

i. Inspection and Access to Records. Upon reasonable notice, the Parties shall make available to each other and to the Chartering Authority for inspection and copying, all books, records, and documents relating to the Parties' obligations and performance under this Agreement.

j. Notices. All notices, demands, consents or other communications ("**Notices**") which either Party may be required or desire to give to the other Party shall be in writing and shall be deemed delivered when (a) personally delivered, (b) if mailed, five business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (c) if delivered by a reputable overnight carrier, one business day after delivery to such carrier, or (d) if delivered by facsimile, on the date the facsimile transmission is confirmed, provided that, on such date, a separate copy is also delivered pursuant to clause (b) or (c). Delivery by mail, overnight carrier or facsimile shall be addressed to the Parties as follows:

SAR:

Pete Faragia, Chief Executive Officer
177 Holston Dr.
Lancaster, CA 93535

With a required copy (which shall not constitute notice) to:

Steven G. Churchwell, Esq.
Buchalter, APC
500 Capitol Mall, Suite 1900
Sacramento, CA 95814-4762

CHARTER SCHOOL:

Attention: Chief Executive Officer
26650 The Old Road, #212
Valencia CA 91381

With a required copy (which shall not constitute notice) to:

Bill J. Thompson, Esq.
Law Offices of Bill J. Thompson
28212 Kelly Johnson Parkway Suite 195
Valencia CA 91355

Any Party may change its address for notice by notice given in accordance with the foregoing provisions. Notwithstanding the manner of delivery, whether or not in compliance with the foregoing provisions, any notice, demand or other communication actually received by a Party shall be deemed delivered when so received.

k. Dual Representation. The Parties acknowledge that, in connection herewith, Buchalter ("**Buchalter**") and the Law Offices of Bill J. Thompson ("**LOBJT**") have represented SAR and Charter School. Each Party acknowledges that (a) the foregoing has been discussed fully with that Party, (b) each Party could have been represented by independent or different counsel of that Party's own choosing, and (c) Buchalter and LOBJT owe no duty to any

Party other than SAR and Charter School. Each Party specifically consents to the foregoing dual representation by Buchalter and LOBJT and waives any objection to the foregoing representation in connection with all matters relating to this Agreement.

l. Defined Terms and Use of Terms. All defined terms used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms “hereunder,” “herein,” “hereby,” and similar terms refer to this Agreement.

m. Section Headings. The headings in this Agreement are for the convenience of the Parties only, and shall have no effect on the construction or interpretation of this Agreement and are not part of this Agreement.

n. Exhibits and Schedules. Each exhibit and each schedule to this Agreement to which reference is made in this Agreement is hereby incorporated in this Agreement as an integral part thereof. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any exhibits or schedules, the terms and provisions of this Agreement shall control.

o. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, as of the Effective Date, and there are no understandings of any kind except as expressly set forth herein. Further, any and all prior understandings and agreements between the Parties, expressed or implied, written or oral, are superseded hereby.

p. Modifications and Amendments. This Agreement (including any exhibits and schedules to this Agreement) is the entire agreement between the Parties, and may be altered, changed, added to, deleted from or modified only by agreement in writing by the Parties.

q. Assignment. Subject to SAR’s right to subcontract for any of the Services as set forth in Section 3.b, this Agreement, including without limitation, the rights granted herein, may not be assigned, delegated, transferred, pledged, or hypothecated by either Party, whether voluntarily or involuntarily without the prior written consent of the other Party; provided, however, SAR may assign its rights and obligations under this Agreement to a California nonprofit organization that is (1) related to by legal, beneficial or equitable ownership or other means of control (such as parent/subsidiary or corporations under common control); and (2) dedicated to servicing charter schools in the State. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their successors and assigns, and the name of a Party appearing herein shall be deemed to include the name of such Party's successors and assigns to the extent necessary to carry out the intent of this Agreement.

r. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

s. Relationship of the Parties. This Agreement does not constitute, and shall not be construed as constituting, a partnership or joint venture between the Parties. In addition, neither Party is a co-principal, employer, or co-employer of the other Party or of an employee of the other Party.

t. Further Assurances. The Parties agree that they will execute and deliver or cause to be executed and delivered from time to time such other documents, including but not limited to a license in customary form, and will take such other actions as the other Party reasonably may require to more fully and efficiently carry out the terms of this Agreement.

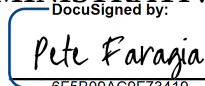
u. Severability. In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement in such jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

v. Force Majeure. Neither Party shall be liable to the other Party for any delay or failure of performance of this Agreement, other than the payment of any monies owed by one Party to the other (including the Service Fee), if the delay or failure is caused by weather conditions, earthquake, fire, flood, pandemic, externally caused transmission interferences, satellite failure, war, riot, acts of terrorism, civil disturbance, or any cause beyond the control of the non-performing Party. If a delay or failure of performance by a Party is caused by an event of force majeure, such Party shall notify the other Party and shall be released without any liability from its performance under this Agreement to the extent and for the period of time that such performance is prevented by the event of force majeure.

w. Negotiated Agreement. The provisions of this Agreement were negotiated by the Parties and this Agreement shall be deemed to have been drafted by the Parties, notwithstanding any presumptions at law to the contrary.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

**LIFELONG LEARNING ADMINISTRATION
CORPORATION, dba SEQUOIA
ADMINISTRATIVE RESOURCES**

By:  _____
DocuSigned by:
6F5B09AC9F73419...

Name: Pete Faragia

Title: Chief Executive Officer

**ALTA VISTA PUBLIC CHARTER, INC.,
dba MISSION ACADEMY**

By:  _____
DocuSigned by:
B3DE32E6ED16465...

Name: Jeff Brown

Title: Chief Executive Officer

EXHIBIT A

Non-Exclusive Intellectual Property License Agreement

This Non-Exclusive Intellectual Property License Agreement (the “Agreement”) is entered into as of May 1, 2024, by and between **ALTA VISTA PUBLIC CHARTER, INC.**, a public charter school organized as a California nonprofit public benefit corporation, doing business as **MISSION ACADEMY** (“Licensee” or “School”) and **LIFELONG LEARNING ADMINISTRATION CORPORATION**, dba **SEQUOIA ADMINISTRATIVE RESOURCES** (“Licensor”), a 501(c)(3) non-profit supporting organization (“Licensor” or “LLAC”).

- 1) **Grant of License:** Licensor hereby grants to Licensee a non-exclusive, limited, royalty bearing, non-sublicensable, non-transferable license to use, reproduce, distribute and display the following Intellectual Property (“IP”) for the sole purpose of supporting and enhancing the educational programs and operations of the School:
 - a) All service marks, trademarks, copyright, curriculum and other proprietary methods, plans, concepts, signage, colors, design, look and feel, and other experiential features in connection with the operation and promotion of the School. Licensee agrees to use the IP in a manner consistent with the quality standards and guidelines provided by Licensor. Licensee shall not use the IP in any way that may tarnish, dilute or damage the reputation of the IP or Licensor.
 - b) School acknowledges and agrees that LLAC shall own all rights title, and interest in any proprietary rights to curriculum, instructional or educational materials that are: (i) directly developed by LLAC; or (ii) developed by a third-party vendor at the direction of LLAC with funds paid by LLAC.
 - c) If and to the extent that School has or acquires any rights in or to any IP that by law cannot be assigned to LLAC, School hereby unconditionally and irrevocably waives the enforcement of all such rights and all claims or causes of action of any kinds with respect to the foregoing against LLAC, its successors, assigns, or any of their respective licenses or customers, whether known or which hereafter may become known. If School has or acquires any rights in IP that cannot be assigned to LLAC and cannot be waived, then School grants to LLAC an exclusive, worldwide, royalty free, fully paid up, perpetual and irrevocable license. This right shall survive termination of this Agreement.
- 2) **Term:** The term of this Agreement shall commence on the date first above written and continue until terminated by either party upon thirty (30) days written notice to the other party. Upon termination, Licensee shall immediately cease all use of the IP and return or destroy all copies in its possession.
- 3) **Intellectual Property Rights:** Licensee acknowledges that all rights, title and interest in and to the IP, including any goodwill associated therewith, shall remain with Licensor. Licensee agrees not to contest the validity or ownership of the IP.
- 4) **Use and Restrictions:** School agrees to use the IP solely for the purposes stated in Section 1 and

in accordance with all applicable laws and regulations. The School shall not sublicense, sell or otherwise transfer the IP to any third party without the prior written consent of LLAC.

- 5) **No Warranty:** Licensor makes no warranties, express or implied, regarding the IP, including, but not limited to, any warranty of fitness for a particular purpose or merchantability.
- 6) **Indemnification:** Licensee agrees to indemnify, defend and hold Licensor harmless from any claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of, or related to, Licensee's use of the IP. School shall indemnify, defend, and hold harmless LLAC and its affiliates, officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or in connection with any third party claim, suit, action, or proceeding relating to any actual or alleged: (a) breach by LLAC of any representation, warranty, covenant, or obligation under this Agreement; or (b) a LLAC's exercise of its rights granted under this Agreement, including any liability claim or infringement, dilution, or other violation of any IP. The School shall promptly notify LLAC upon becoming aware of a third-party claim under this Section. LLAC shall promptly assume control of the defense and investigation of any third-party claim, with counsel reasonably acceptable to the School, and School shall reasonably cooperate with LLAC in connection therewith, in each case at the School's sole cost and expense. The School shall not settle any such third-party claim [on any terms or in any manner that adversely affects the rights of LLAC] without LLAC's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). Neither the LLAC's failure to perform any obligation under this Section nor any LLAC act or omission in the defense or settlement of any such third-party claim will relieve the School of its obligations under this Section, including with respect to any Losses, except to the extent that the School can demonstrate that it has been materially prejudiced as a result thereof.
- 7) **Confidentiality:** The parties agree to keep confidential all non-public information obtained from the other party under this Agreement. The School shall take all reasonable measures to prevent unauthorized disclosure or use of the IP.
- 8) **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties.
- 9) **Notices.** Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below (or to any other address the receiving Party may designate from time to time in accordance with this Section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

If to LLAC:

177 Holston Drive
Lancaster, CA 93535
Attention: Chad Gray

With a Copy to:

Miller Law Office, PC
25000 Ave Stanford Suite 94
Valencia, CA 91355

If to School:

26650 The Old Road, Suite 212
Valencia, CA 91381
Attention: Jeri Vincent

With a Copy to:

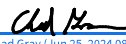
Law Offices of Bill J. Thompson
28212 Kelly Johnson Parkway Suite 195
Valencia, CA 91355

- 10) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 11) **Miscellaneous:** a) This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written. b) This Agreement may not be amended except in writing and signed by both parties. c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive, Non-Transferable Intellectual Property License Agreement as of the Effective Date first above written.

**LIFELONG LEARNING ADMINISTRATION
CORPORATION, dba SEQUOIA
ADMINISTRATIVE RESOURCES**

By: 
Chad Gray (Jun 25, 2024 08:42 CDT)

Name: Chad Gray

Title: Chief Operating Officer

**ALTA VISTA PUBLIC CHARTER, INC., dba
MISSION ACADEMY**

By: 
Jeri Vincent (Jun 25, 2024 06:45 PDT)

Name: Jeri Vincent

Title: Chief Financial Officer



EXHIBIT E

Mission Academy Student Testimonials

STUDENT TESTIMONIALS

8th Grade Student

Thank you to each and every staff member that is a part of this online program. All of you have made my online school experience so amazing, I appreciate each and every one of you. I was scared and worried I wouldn't make it in this program since I had trouble in my last online program, but all of you have completely changed my mind! I will be graduating 8th grade with this program! I cannot thank you enough for the support, the kind words, the boost of confidence you give me each and every day. The amazing updates you post always make life easier. I am so grateful to be able to have each and every one of you by my side. I would especially love to give a thank you to my supervising teacher. He has been such an amazing teacher ever since he became my teacher/adviser. He gives me such great advice, and he always lets me know he is always there for me, especially whenever I need help with my schoolwork. He's always telling me he's proud of me and making me feel like I can really do this, and that I can really have a bright future. When I was in person at school, I never felt this SEEN and APPRECIATED. Thank you so much for everything you do. I am so very grateful.

Graduating Early, Dual Enrollment Student

Today, I am sharing a few (well maybe not so few) words with you about my high school experience with Mission Academy. Before I joined in late 2020, I was in a period of uncertainty in my educational journey and my family was experiencing some chaos. I previously attended a virtual school that was based in my home state of South Carolina where school curriculums were, and are, very different than in California. After moving, I remained with that school until sixth grade. My school day started at 5am and my learning experience was, let's just say, not as inclusive or rewarding as it was at Mission Academy. I was also a full-time actor and often had as many as three in person auditions in one day, in the dry Los Angeles heat I might add. Most of my time was spent doing schoolwork, auditioning, or working on set. I needed a solid, strong educational school and a flexible schedule. My family and I searched for California schools to transfer to. I worried I would struggle to succeed if I attended a brick-and-mortar school, and apprehensive my experience at another virtual school would be unfavorable. When my mom and I discovered Mission Academy, it was like finding a miraculous needle in a haystack. Other schools, no offense to them, were just not measuring up to Mission Academy. The structure and personalized curriculum allowed me to learn at a pace fit for me. I learned about diverse topics and cultures I personally related to. With meaningful and engaging lessons, I was eager to learn, and I am graduating earlier than I expected. I felt supported by Mission Academy in ways I did not experience before. and the food is amazing! Some highlights of my time at Mission Academy include excitement joining meditation sessions with Mr. Kelly, the book club with Mrs. LaForm, and the personalized individual learning plan meetings with Ms. Quiles. I appreciate the opportunities Mission Academy offered me with engaging activities and lessons. The faculty also provided my family and I with support through tough challenges. They sent positive messages and cards when my aunt passed. The counselors guided us through the college admissions process, which I am sure some

of you know was extra difficult to navigate this year. Also, the overwhelming support with dual enrollment was more than I could ever imagine. Despite obstacles, I felt encouraged to complete high school and seek higher education because Mission Academy has a dedicated team of real deal teachers, advisors, and faculty. Two words I would like to end with today are: gratitude and commitment. I am grateful for the commitment Mission Academy gave and the resources provided, not to mention the push to help me stay committed. Out of any school I could have attended, I am overjoyed it was Mission Academy. Thank you.

Transfer Student Graduate with only 30 credits before attending Mission Academy

Hi, my name is Victoria, and I am an 11th grade high school student graduating as a senior because I surpassed the required 11th grade credits. Not only did I excel in my assigned work, I also took it upon myself to take extra classes, work during the summer, during school breaks, and even on the weekends. I wasn't always a hard-working honor student who was willing to do whatever it took to achieve my dreams. 2 years ago, I was a freshman who was on the verge of flunking freshman year. My grades were low, very low, and I almost lost hope completely. I spent most of my time comparing myself to students at my school who I knew were extremely successful and had phenomenal grades. I felt that I didn't have what it took to achieve the academic greatness and credentials that they had. So, I decided to let go of trying to succeed completely and accept that I might be destined for failure. I gave up on school. Then I joined Mission Academy Charter School. When I joined this program, it not only opened the door but blew it off its hinges. This program was life-changing for me, and even allowed me to replace my broken thoughts with positive ones. This program allowed me to work at my own desired pace and even allowed me to take as many classes as I needed to in order to achieve my dream of graduating early. Since the beginning of high school I had a dream of graduating early. I wanted to achieve a goal that I knew I would be proud of. Fast forward years later, here I am flourishing in school and graduating with the class of 2025 when I originally was supposed to graduate in 2026. I would have never in a million years expected any of this to happen here. I am excelling in everything that I thought I couldn't. I have maintained an honor roll and good grades ever since I joined. I am even going off to college in the fall. I prevailed and have been able to make my dream into reality. You can transcend your own expectations; all you have to do is persevere.

Student who attended five schools before graduating from Mission Academy

I was born to two immigrant parents, both from Mexico, who crossed the border separately, but their fates aligned and met here in California. My mother ended up having to leave me to my Dad at the age of 10, as she needed to relocate to another state due to immigration issues. I did not get to see my mother much, but communicated with her over the phone. She tried her best to stay involved in my life, supporting me from afar, although her situations remained hard for her. I remained living with my Dad until the age of 16, when unfortunately, he was deported back to Mexico and my world was flipped upside down. I could no longer focus on my studies. I fell into depression and anxiety took over my life. I no longer wanted to follow my goals and started to lose myself because I felt I had lost everything. I was left to live with my stepmother, who eventually remarried and left me with no choice but to leave the home that my Dad had built with her due to toxic reasons. I was now 17 years old and knew that I had to take charge of my life, turn it around

and start building for myself, which is what my parents came to this country to do. I owed it to them to do that. While I knew the traditional school setting was not for me due to the levels of anxiety that I now had from my trauma, I searched for an independent study program that was a fast and easy diploma. That is what ultimately brought me to Mission Academy. A place where I then learned that it wasn't as easy nor fast as I had imagined it to be. However, today I can confidently and proudly say that I'm leaving with more than just a diploma. I'm leaving with communication skills, teamwork and leadership skills that I can now apply to my journey in college and my career. I'm leaving with connections with amazing people and teachers who have taught me how to carry myself as a professional, taught me the importance of teamwork, and how to make wise decisions, and career choices. For that, I am eternally grateful for coming across this school and the opportunity that it gave me in making education accessible, memorable and attainable - as I can now go off to college and work on the next chapter in my life, either becoming a NICU nurse or a lawyer.



EXHIBIT F

Letters of Support



1065 University Ave.
San Diego, CA 92103

July 1, 2025

To Whom It May Concern,

On behalf of ArtReach, I am writing to express our strong support for the renewal of Mission Academy's charter. As a proud community partner, we have experienced firsthand the meaningful impact Mission Academy has on its students, families, and the broader community.

Mission Academy is more than a school—it is a space where young people are empowered to grow academically, socially, and emotionally. Their commitment to nurturing the whole student aligns deeply with ArtReach's mission to ignite creativity, foster connection, and support youth well-being through visual arts experiences.

Recently, I had the opportunity to collaborate with Mission Academy to provide an online art curriculum tailored for their students. This program was designed to promote creativity, self-expression, and emotional well-being, while meeting the unique needs of their learning environment. Throughout this collaboration, we were continually impressed by the dedication of the Mission Academy team. Their commitment to ensuring the project's success, and their determination to deliver the best possible experience for their students, was clear in every interaction. That level of care and follow-through is invaluable for the students they serve, many of whom benefit greatly from opportunities to connect, express themselves, and build confidence through creative outlets.

ArtReach fully supports the continued operation and growth of Mission Academy. They play an essential role in providing students with the support, opportunities, and education they deserve. Their continued presence is vital to the success and well-being of the young people they serve.

Please feel free to contact me at sierra@artreachsandiego.org if I can provide any further information.

Sincerely,
Sierra Aguilar
Education Resource Manager
ArtReach San Diego



April 29, 2025

Re: Letter of Support for Elev8 Mission Academy Online Schools

To Whom It May Concern,

Care Solace is pleased to submit this letter of support of the petition to renew the charter for **Elev8 Mission Academy Online Schools**. Elev8 Mission Academy has demonstrated an exceptional commitment to academic excellence, social-emotional development and meaningful engagement with those they serve. Since partnering with them in July 2024, we have seen firsthand how Elev8 Academy is more than just a place of learning—it is a foundation of hope, resilience and opportunity for its students and families.

Elev8 Mission Academy's collaboration with Care Solace highlights their dedication to supporting student well-being beyond the classroom. Through our partnership, we help expand access to behavioral health care when needs extend beyond the resources available on campus. Care Solace removes barriers and expands the ability for students, staff and their family members to connect with mental health care, substance abuse treatment, and essential supports like food, housing and low-cost medical and dental care. Our highly trained, multilingual team has deep experience navigating the complexities of finding care and is available 24/7, 365 days a year to serve Elev8 Mission Academy's staff and families with care navigation expertise.

Renewing their charter would allow Elev8 Mission Academy Online Schools to continue addressing the complex mental health needs of its students and critical issues like suicide, substance abuse, and violence. Care Solace is proud to stand alongside Elev8 Mission Academy in advancing these efforts. Their work is vital, and we fully support their continued operation and growth.

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,

A handwritten signature in dark ink, appearing to read "CAC", written over a light blue horizontal line.

Chad A. Castruita
Care Solace Founder & CEO

chad@caresolace.org

Discovery Mood and Anxiety Program

18401 Von Karman Avenue

Irvine, CA 92612

4/28/2025

To Whom It May Concern,

I am writing this letter in strong support of the petition to renew the charter for Mission Academy.

As a community partner of the school, I have had the opportunity to witness firsthand the impact it has on its students, families, and the surrounding community.

Mission Academy is not just a place of learning—it is a cornerstone of hope, resilience, and opportunity. The school's commitment to academic excellence, social-emotional growth, and community engagement has consistently impressed me. Their work with the patients at Discovery Mood and Anxiety Program demonstrates their dedication to the well-being of their students beyond the classroom.

We are proud to partner with Mission Academy, and we fully support their continued operation and growth. Their presence in our community is essential, and we look forward to continuing our collaboration in the years to come.

Please do not hesitate to contact me at pfowler@discoverymood.com if I can provide any additional information.

Sincerely,

Peter Fowler

AVP of Clinical Services

Discovery Mood and Anxiety Program

562-458-5509

July 28, 2025

To Whom It May Concern,

I am writing this letter in support of the petition to renew the charter for Mission Academy. Hazel Health is a national leader in school-based health programs, providing telemental health services at Learn4Life schools throughout LA County. As a community partner of the school, the Hazel Health team has had the opportunity to witness firsthand the impact Learn4Life educators have on their students, families, and the surrounding community.

Mission Academy is not just a place of learning and academics — it is a safe space for students to grow socially and emotionally. The Learn4Life team prioritizes the mental health of students, providing them with access to mental health care in the school setting as well as supporting their ability to connect to care outside of school hours as well. In SY 24-25 their team of educators connected over 190 students to mental health care with Hazel Health, demonstrating their dedication to the well-being of their students beyond the classroom. Students with identified mental health needs who complete Hazel's treatment program were 20% less likely to be chronically absent and 45% more likely to see a reduction in behavioral infractions in the 9 to 12 months following treatment.

We are proud to partner with Mission Academy, and we fully support their continued operation and growth. Their presence in our community is essential, and we look forward to continuing our collaboration in the years to come.

Please do not hesitate to contact me at ldunn@hazel.co if I can provide any additional information.

Sincerely,



Lauren Dunn
Market Leader, West
Hazel Health

Dana Brown

PACEs Connection
4364 Bonita Road, PMB 322
Bonita, CA 91902

April 30, 2025

To Whom It May Concern,

I am writing this letter in strong support of the petition to renew the charter for Elev8 Online Schools Mission Academy. As a community partner of the school, I have had the opportunity to witness firsthand the impact it has on its students, families, and the surrounding community.

Elev8 Online Schools Mission Academy is not just a place of learning—it is a cornerstone of hope, resilience, and opportunity. The school's commitment to academic excellence, social-emotional growth, and community engagement has consistently impressed me.

Their work with Trauma-Resilient Educational Communities (TREC) and PACEs Connection demonstrates their dedication to the well-being of their students beyond the classroom.

We are proud to partner with Elev8 Online Schools Mission Academy, and we fully support their continued operation and growth. Their presence in our community is essential, and we look forward to continuing our collaboration in the years to come.

Please do not hesitate to contact me at (858)472-2321 if I can provide any additional information.

Sincerely,

Dana Brown

Director, National Cooperative of Communities, PACEs Connection
PACEs Connection



Sustain Recovery

3943 Irvine Blvd. #5
Irvine, CA 92602

4/23/2025

To Whom It May Concern,

I am writing this letter in strong support of the petition to renew the charter for Mission Academy. As a community partner of the school, I have had the opportunity to witness firsthand the impact it has on its students, families, and the surrounding community.

Mission Academy is not just a place of learning—it is a cornerstone of hope, resilience, and opportunity. The school's commitment to academic excellence, social-emotional growth, and community engagement has consistently impressed me. Their work with Sustain Recovery by providing individualized care demonstrates their dedication to the well-being of their students beyond the classroom.

We are proud to partner with Mission Academy, and we fully support their continued operation and growth. Their presence in our community is essential, and we look forward to continuing our collaboration in the years to come.

Please do not hesitate to contact me at (818) 636-2938 or via email at sayeh@sustainrecovery.com if I can provide any additional information.

Sincerely,

A handwritten signature in black ink, reading "Sayeh Seyedfathi".

Sayeh Seyedfathi
CEO
Sustain Recovery



EXHIBIT G

Parent-Student Handbook



Parent-Student Handbook

2025-2026

INTRODUCTION

WELCOME TO MISSION ACADEMY

Mission Academy welcomes you to our school. The primary purpose of the Parent-Student Handbook is to provide students and parents with information, guidelines, and policies that will enhance your adjustment as members of the Mission Academy community. All students and parents are urged to read the handbook carefully as you are responsible for understanding its contents and adhering to the policies and procedures that are set forth within it. While this handbook does not address all of Mission Academy's rules and policies, it does provide guidelines and resources about student life at Mission Academy. As the content of this handbook may change at any time, please stay alert for notifications sent to you through our electronic communication system and be sure to check the Mission Academy website for additional resources. As always, please reach out to your student's teacher or principal as your first resource for any questions or concerns you may have. Thank you for choosing Mission Academy!

MISSION STATEMENT

The mission of Mission Academy is to meet the diverse educational needs of all students through personalized learning in a nurturing and equitable online environment. One way that Mission Academy fulfills its mission is to work with students and parents on a personalized learning plan that meets their unique needs and provides for success in the independent study, virtual setting.

VISION STATEMENT

Mission Academy's vision is to develop confident graduates with an enthusiasm for learning and the skills needed to pursue post-secondary opportunities. Mission Academy equips students with two kinds of literacy necessary in the 21st Century – the ability to read, write, speak, and calculate, as well as the tools and guidance to participate meaningfully and responsibly in an online community.

Mission Academy mentors and develops students to be self-motivated, lifelong learners by providing a person-centered environment in which all experiences are valued, and where all students are held to high expectations of personal success. Graduates will successfully compete in the workforce or attend the colleges or vocational schools of their choice.

WHO ENROLLS AT MISSION ACADEMY

Students enroll at Mission Academy for a wide variety of reasons. Many students have experienced barriers to success in their previous educational settings. Some students have found that personalized instruction and flexible scheduling align more effectively with their needs than a traditional school model. Some students enroll with the purpose of recovering credits and returning to traditional campuses; others only need a few classes to graduate. The school provides appropriate support and guidance to employed students or to those who have exceptional personal responsibilities. Mission Academy accommodates student needs at an individualized level by personalizing instruction, scheduling, intervention supports, and pacing.

NOTICE OF NON-DISCRIMINATION

Mission Academy is committed to providing a safe working and learning environment where all individuals are afforded equal access and opportunities. Mission Academy prohibits

discrimination, harassment, intimidation, and bullying which are defined in school policy 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 (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age, or any combination of those characteristics, or association with a person or group with one or more of these actual or perceived characteristics, or any combination of those characteristics, or based on any other characteristic protected under applicable state or federal law or local ordinance.

Mission Academy 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), and the Individuals with Disabilities Education Improvement Act of 2004 (IDEA).

The Charter School shall comply with adopted policies and procedures when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying including its Harassment, Intimidation, Discrimination and Bullying Policy, Title IX Policy, and Uniform Complaint Procedures Policy. Please see the Appendices herein or the school's website for copies of these policies.

Title IX Notice of Nondiscrimination

The Charter School does not discriminate on the basis of sex and prohibits any acts of sex discrimination including sex-based harassment in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Charter School's Title IX Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

All complaints and reports of conduct that may constitute sex discrimination including sex-based harassment should be submitted to our Title IX Coordinator, who can be reached at:

Lindsay Reese, Area Superintendent
12520 Van Nuys Blvd. Suite 101
Pacoima, CA 91340
(844) 788-3965
UCPofficer@missionacademyhs.org

A copy of the Charter School's Title IX Policy, which includes the specific rules and procedures for reporting sex discrimination and sex-based harassment occurring within the Charter School's

education program or activities and for pursuing available remedies, is available on the Charter School's website under "About Us" at: <https://missionacademy.elev8schools.org/>.

STUDENTS, PARENTS, GUARDIANS: KNOW YOUR EDUCATIONAL RIGHTS

Your Child has the Right to a Free Public Education

- All children in the United States have a Constitutional right to equal access to free public education, regardless of immigration status and regardless of the immigration status of students' parents or guardians.
- In California:
 - All children have the right to a free public education.
 - All children ages 6 to 18 years must be enrolled in school.
 - All students and staff have the right to attend safe, secure, and peaceful schools.
 - All students have a right to be in a public-school learning environment free from discrimination, harassment, bullying, violence, and intimidation.
 - All students have equal opportunity to participate in any program or activity offered by the school, and cannot be discriminated against based on their race, nationality, gender, religion, or immigration status, among other characteristics.

Information Required for School Enrollment

- When enrolling a child, schools must accept various documents from the student's parent or guardian to demonstrate proof of a child's age or residency.
- You never have to provide information about citizenship/immigration status to have your child enrolled in school. Also, you never have to provide a Social Security number to have your child enrolled in school.

Confidentiality of Personal Information

- Federal and state laws protect student education records and personal information. These laws generally require that schools get written consent from parents or guardians before releasing student information, unless the release of information is for educational purposes, is already public, or is in response to a court order or subpoena.
- Upon turning 18, educational rights transfer from the parent/guardian to the student. The parent or guardian of an 18-year-old student shall no longer be provided access to the student's records or receive notice of absences or other official communications from the school without the specific authorization of the student. The 18-year-old student shall assume the rights and responsibilities normally accorded to adults in all matters involving the school, such as the right to:
 - Have sole access to the cumulative record except as provided for by the Education Code
 - Have sole access to student progress reports, including report cards, except as provided for by the Education Code
 - Verify all absences and tardies from school
- Some schools collect and provide publicly basic student "directory information." If they do, then each year, your child's school must provide parents/guardians with written notice

of the school's directory information policy, and let you know of your option to refuse the release of your child's information in the directory.

Family Safety Plans If You Are Detained or Deported

- You have the option to provide your child's school with emergency contact information, including the information of secondary contacts, to identify a trusted adult guardian who can care for your child in the event you are detained or deported.
- You have the option to complete a Caregiver's Authorization Affidavit or a Petition for Appointment of Temporary Guardianship of the Person, which may enable a trusted adult the authority to make educational and medical decisions for your child.

Right To File a Complaint

- Your child has the right to report a hate crime or file a complaint to the school if he or she is discriminated against, harassed, intimidated, or bullied on the basis of his or her actual or perceived nationality, ethnicity, or immigration status.

ENROLLMENT AND ATTENDANCE

SCHOOL HOURS OF OPERATION

Mission Academy operates all year with enrollment available at any time throughout the school year. Instructional support is available Monday through Friday, 8am to 4pm, though students can access and complete assignments in online courses 24 hours a day, 7 days a week.

ATTENDANCE AND CREDIT

Mission Academy offers an online curriculum enabling and preparing students for entrance into college, trade school and/or the workforce. We offer a diploma that meets all of the requirements of the State of California and enables students to be enrolled in a wide array of colleges, universities, and other institutions that require a high school diploma.

Full-time students are expected to ‘attend’ school daily by logging into the online curriculum portal and completing assigned course activities daily. For appropriate pacing of academic achievement, students are expected to actively participate online five days out of seven. The time expectation to complete a course successfully in 4 to 6 weeks’ time requires approximately 4 to 6 hours of online schoolwork each day. The school week runs Monday through Friday; however, access is available on weekends and holidays. Students should complete an average of 1 to 2 units per week, or one course per month.

Attendance includes submitting a gradable item plus the following:

- Participating in online meetings, tutoring, activities, and discussions
- Reading and/or reviewing instructional materials
- Writing assignments, essays, reflections, or other assignments, including posting for classroom
- Discussion participation
- Conducting research (online or other methods)
- Communicating or virtually meeting with faculty and staff

For a student to receive credit, a passing grade of “D” or better is required. Upon submission of all activities and assignments within a unit, the student must pass the test within a twenty (20) school-day period. If the test is not taken within the allotted time, the student will be required to “redo” the homework assignment before retaking the test.

A student must be enrolled in a course at least 10 school days and may not exceed 16 weeks of enrollment in the course. Students who do not complete the course in 16 weeks will receive credit for the portion of the course completed. If the student has not completed at least one (1) credit of the course, an “I” or failing grade “F” will be recorded on the student’s transcript.

A student will be considered truant if he or she is not regularly completing assigned work and communicating with school staff.

CONCURRENT AND DUAL ENROLLMENT

Students in good standing who are interested in concurrent enrollment in college classes must receive administrative approval. Approved courses taken at the college level are eligible for full

college credits and can be transferable for high school credit. A typical three (3) unit college course will count as ten (10) credits of high school study.

Each community college has a concurrent enrollment form for high school students. Prior to enrolling in the college course, students must meet with a School Counselor to review forms and discuss concurrent enrollment. The Counselor will submit forms to an administrator for approval. Dual enrollment courses that are offered under Education Code Section 76004 partnerships are required to have a College and Career Access Pathway (CCAP) Partnership Agreement.

Family Educational Rights and Privacy Act (FERPA) regarding College Coursework: FERPA prevents higher education officials and instructors from sharing student information with parents without written consent from the student, even if the student is a minor. However, FERPA allows postsecondary institutions to share student records, without the consent of the eligible student, with parents who claim the student as a dependent for federal tax purposes. High schools and colleges can also share dual enrollment data with each other without the student's consent. Also, if the student is under 18, the parents still retain the rights under FERPA at the high school and may inspect and review any records sent by the postsecondary institution to the high school.

Progress Monitoring: Mission Academy often has limited insight into student progress while enrolled in dual enrollment college courses. Typically, Mission Academy is only provided with a final grade at the end of the course. Therefore, we highly recommend that parents regularly check in with their child on their progress within the college course to make sure the student is doing well and achieving a passing grade.

Student Involvement: Students enrolled in college courses are treated as college students and are expected to advocate for themselves. This may include communicating with instructors and college staff. Parents can accompany their student in communicating with a professor in person, but the student must make an appointment during office hours.

Increased Academic Rigor: College courses are often more challenging and require a higher level of independent study and time management. Parents should ensure their child is prepared for the academic demands of college-level coursework and provide support as needed. Grades earned in dual enrollment courses become part of the student's permanent college academic record.

Impact on GPA and College Admissions: The grades earned in college courses can affect both the high school GPA and college admissions prospects. Parents should understand how these grades will be calculated into the high school GPA and how they might impact Cal Grant eligibility as well as other forms of financial aid. Students must maintain a 2.0 GPA in college courses to avoid it negatively impacting financial aid and admissions prospects.

List of dual enrollment courses offered for eligible students:

English 1A/B

United States History from 1865

Elementary Spanish I

Elementary Spanish II

Spanish 1A
Child Development
Parenting
Student Development

This course list is subject to change. Please check with your teacher for more information on the school's dual enrollment course offerings.

ENROLLMENT PROCEDURES AND IMMUNIZATION REQUIREMENTS

Enrollment is completed online by completing the registration information available through our website. Students confirm pending enrollment by submitting a signed Independent Study Agreement and enrollment forms, available in both English and Spanish. After student enrollment is confirmed, students are required to submit additional documents such as immunization records, updated transcripts, and withdrawal grades from their previous school(s). Students are accepted throughout the school year from July 1 to June 30 for enrollment in the current or following school year. Students will be issued official identification cards at the time of enrollment. Students must present their ID card upon request of school staff for any required testing, and at participation of any school-sponsored activity outside of the virtual setting. Mission Academy will request an official transcript from the previous school when the student is officially enrolled.

Students will be automatically disenrolled if the Charter School receives a request for student records from another school, proof of enrollment at another school, or notification/proof that the student has moved out of the geographical boundaries of the Charter School.

Per California Education Code Sections 51225.1 and 51225.2 and the McKinney-Vento Act, foster and homeless youth have the right to immediate enrollment even if they do not have transcripts, immunization records, or proof of residence. Unaccompanied homeless minors have the right to immediate enrollment without proof of guardianship.

Parental involvement is not a requirement for acceptance to, or continued enrollment at, Mission Academy. (Education Code section 47605(n)).

Parents and students need to inform the school office of any changes that occur during the school year regarding addresses, telephone numbers, and emergency and alternate emergency contact persons. Information provided within the emergency cards will only be used in response to specified emergency situations, and not for any other purpose (AB 699).

All students must provide proof that all state-required immunizations are up to date as a condition of enrollment. The immunization status of all students will be reviewed periodically.

Per California Health and Safety Code Section 120335, the following immunizations are required for school entry:

Parents' Guide to Immunizations Required for School Entry



Students Admitted at TK/K-12 Need:

- **Diphtheria, Tetanus, and Pertussis (DTaP, DTP, Tdap, or Td) — 5 doses**
(4 doses OK if one was given on or after 4th birthday.
3 doses OK if one was given on or after 7th birthday.)
For 7th-12th graders, at least 1 dose of pertussis-containing vaccine is required on or after 7th birthday.
- **Polio (OPV or IPV) — 4 doses**
(3 doses OK if one was given on or after 4th birthday)
- **Hepatitis B — 3 doses**
(Not required for 7th grade entry)
- **Measles, Mumps, and Rubella (MMR) — 2 doses**
(Both given on or after 1st birthday)
- **Varicella (Chickenpox) — 2 doses**

These immunization requirements apply to new admissions and transfers for all grades, including transitional kindergarten.

Students Starting 7th Grade Need:

- **Tetanus, Diphtheria, Pertussis (Tdap) — 1 dose**
(Whooping cough booster usually given at 11 years and up)
- **Varicella (Chickenpox) — 2 doses**
(Usually given at ages 12 months and 4-6 years)

In addition, the TK/K-12 immunization requirements apply to 7th graders who:

- previously had a valid personal beliefs exemption filed before 2016 upon entry between TK/Kindergarten and 6th grade
- are new admissions

Records:

California schools are required to check immunization records for all new student admissions at TK/Kindergarten through 12th grade and all students advancing to 7th grade before entry. Parents must show their child's Immunization Record as proof of immunization.

Human Papillomavirus (HPV) Immunization Advisory

State law requires us to inform you that it is the public policy of the state of California via the Cancer Prevention Act that students adhere to current Human Papillomavirus (HPV) immunization guidelines, as recommended by the Advisory Committee on Immunization Practices of the federal Centers for Disease Control and Prevention (ACIP of the CDC), the American Academy of Pediatrics (AAP), and the American Academy of Family Physicians (AAFP), before admission or advancement to the 8th grade level of any public school. Routine HPV vaccination is recommended for all children at age 11 or 12, and can begin as early as age 9. Please be advised that HPV vaccination can prevent over 90 percent of cancers caused by HPV. HPV vaccines are very safe, and scientific research shows that the benefits of HPV vaccination far outweigh the potential risks. (Education Code section 48980.4). For more information, please visit the following websites: [Vaccine Recommendations and Guidelines](#) from the ACIP of the CDC; information on [HPV Vaccines from the AAP](#); information on the [HPV Vaccine from the AAFP](#).

Medical Exemptions

Beginning January 1, 2021, all new medical exemptions for school and childcare entry must be issued through [CAIR-ME](#). Medical Exemptions can only be issued by MDs or DOs licensed in California and must meet applicable Centers for Disease Control and Prevention (CDC), Advisory Committee on Immunization Practices (ACIP), and American Academy of Pediatrics (AAP) criteria. A medical exemption filed at a pre-kindergarten facility or school remains valid until the earliest of:

- When the child enrolls in the next grade span (TK/K-6th grade, 7th -12th grade)
- The expiration date specified in a temporary medical exemption
- Revocation of the exemption because the issuing physician has been subject to disciplinary action from the physician's licensing entity

Personal Beliefs Exemptions

Since January 1, 2016:

- Parents or guardians of students are no longer allowed to submit a personal beliefs exemption to a currently required vaccine. However, parents or guardians must continue to provide immunization records for these students to their schools, and schools must continue to maintain and report records of immunizations that have been received for these students.
- Students who have an individualized education program (IEP) should continue to receive all necessary services identified in their IEP regardless of their vaccination status.
- Personal beliefs exemptions filed at a school before January 1, 2016, remain valid until the student enrolls in the next grade span, typically at kindergarten (or transitional kindergarten) or 7th grade.

The school shall maintain an up-to-date list of pupils with exemptions, so they can be identified quickly if an outbreak occurs.

Students Not Meeting Requirements

Students who do not meet the state immunization guidelines may be excluded from school until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be prohibited from entering campus at the discretion of the

school. Students who do not meet the state requirements shall be referred to their physician or local health department. The school will provide families with a written notice indicating which doses are lacking.

Conditional Admissions

Students who lack one or more required vaccine doses that are currently due may be admitted on condition that they commenced receiving doses of all the vaccines that are due (Title 17, CCR Section 6035).

VOLUNTARY ENROLLMENT AND INVOLUNTARY REMOVAL PROCEDURES

Mission Academy is committed to ensuring the student's voluntary participation in and understanding of the independent study model to graduate or facilitate the student's transfer back to a traditional program upon achievement of coursework goals or when the student is unwilling to continue at the school.

Mission Academy is committed to attempting interventions to assist and support students struggling to attend school and/or progress in the personalized learning model. The school uses the following tiered model to support the success of non-attending students:

- Tier 1: (General School Wide Attendance Support) Attendance is monitored, encouraged, and required. The student and parents receive phone calls from school staff for non-attendance.
- Tier 2: (Personalized Early Outreach) Non-attending students and their parents are contacted by a caring school administrator, school counselor, or a Student Retention Support provider to establish an Attendance Intervention Meeting (AIM). The meeting addresses possible barriers to assignment completion. Students and parents are provided resources and support to promote student attendance.
- Tier 3: (Coordinated School and Interagency Response) Students are considered chronically absent at this point. The school will notify students and guardians of the requirement to transition the student back to the school district of residence. Mission Academy will assist in the process of transitioning the student to the school district of residence. (Note, for special education students, Tier 3 will include scheduling and holding an amendment IEP meeting to discuss the student's academic progress prior to a recommendation to transition back to the school of residence.)

The Personalized Learning Policy (see Appendix A) specifies that a student cannot be involuntarily removed from Independent Study unless it is determined that it is not in their best interest. In such cases, the student's parent or guardian must be provided with written notice of intent to remove the student at least five school days before the effective date of the action. The notice must be in the pupil's or their parent's native language, or the language of the homeless or foster child's educational rights holder, if applicable. The notice must also inform the pupil and their relevant parties of the right to initiate an involuntary removal hearing before the effective date of the action.

If an involuntary removal hearing is initiated, the student will remain enrolled and cannot be removed until Mission Academy issues a final decision. The hearing and decision will follow the same procedures as outlined in the school's discipline policy and procedures. "Involuntarily removed" includes disenrollment, dismissal, transfer, or termination, but not suspension.

Parents and students must sign the Parent-Student Handbook Acknowledgement Form upon enrollment, which confirms their understanding of the school attendance requirements and Personalized Learning Policy, including involuntary removal procedures. The Student Independent Study Agreement also details the student's responsibilities for attendance and completing assignments. Foster children and Indian children have the same rights as a parent or guardian to receive notices and information related to suspension, expulsion, manifestation determination, involuntary transfer, and other documents.

PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Students enrolled at Mission Academy may not be concurrently enrolled at another school. A student's enrollment at Mission Academy does not extend rights to attend another school within the district or county in which Mission Academy is located.

WITHDRAWAL PROCEDURES

Any student desiring to transfer to another school will need to return all technology, textbooks, and supplemental materials, complete a withdrawal form, and complete a transcript request form. Students under 18 years of age will need a parent to request the withdrawal.

INSTRUCTION, TESTING, AND GRADUATION

SCHOOL OBJECTIVES

Mission Academy collaboratively sustains a variety of partnerships with community stakeholders to ensure the delivery of comprehensive support services to students. Partners include non-profits, other secondary and post-secondary education institutions, and social service agencies. Mission Academy complies with all applicable state and federal laws regarding independent study instruction, including Education Code Sections 51745-51749.6 and related implementing regulations. Mission Academy's personalized learning/independent study program is an optional educational alternative, and no pupil is required to participate in this program. Please see Appendix A for a full copy of Mission Academy's Personalized Learning Policy.

Mission Academy utilizes a personalized learning/independent study academic program. Activities are assigned within a specific subject area and follow the Common Core Standards for equivalency, the CA Standards for Career Ready Practice, and/or the California Career Technical Education Model Curriculum Standards. The educational program offered in grades 6 through 12 shall include a course of study that provides an opportunity to meet the requirements necessary for post-secondary admission into advanced learning programs.

Students will be assigned a teacher who will evaluate the assignments and provide assessment of student learning. The activities will be completed for an overall percentage grade. The grading scale for transcripts is as follows:

Letter Grade	Percentage
A+	97–100%
A	93–96%
A–	90–92%
B+	87–89%
B	83–86%
B–	80–82%
C+	77–79%
C	73–76%
C–	70–72%
D	60–69%
F	0–59%

On a regular basis, consistent with the written Personalized Learning/Independent Study Independent Study Agreement, the assigned adviser, teacher, student, and parent, as applicable, shall evaluate the educational program of the student. The assigned, credentialed teacher will have the final authority regarding the grade of the student. Students who qualify for special education will have services determined by an Individual Education Plan (IEP) team, pursuant to state and federal law.

STUDENT LEARNING OBJECTIVES

1. Growth. Mission Academy students understand and demonstrate a growth mindset, accepting

failures as a step toward success. Challenges can be opportunities to be better prepared for the future.

2. **Independence.** Mission Academy students develop self-motivation, time-management skills, and confidence to successfully balance multiple responsibilities to achieve goals.
3. **Transformation.** Mission Academy students graduate as lifelong learners who are prepared for post- secondary success through aligned industry occupations, or obtainment of a certificate or degree.

COURSE OFFERINGS

Mission Academy offers a comprehensive set of online courses that meet and exceed state and national standards to prepare our students for college and life skills. Our interactive interface allows students to navigate through the course material and activities with ease, while providing a rigorous educational program. Daily activities include a variety of activities such as, video lessons, reading assignments, quizzes, presentations, discussion boards, and papers, projects, labs, and opportunities for interaction with teachers.

Our classes consist of core curriculum and electives. Students have transcripts evaluated initially and update their Personalized Learning Plan in weekly meetings with advisers to track progress. Students are required to take reading and math benchmark assessments at least twice annually to determine the appropriate level of instruction and measure growth. The order in which classes are assigned is purposely done to maximize learning and student success.

Mission Academy offers the required core classes necessary to meet all State Standards and graduation requirements according to school policy and California State law.

Mission Academy is accredited by the Western Association of Schools and Colleges (WASC), with courses approved by the University of California (A-G courses) and NCAA.

For English Learners, written communication is provided by the school to notify the parent/guardian when their student has been identified as an English Learner (EL). This notification also provides a description of the school's language development program placement, which allows the parent/guardian to make an informed choice regarding the best program option for their student learning English as a second language.

STATE-REQUIRED TESTING

Mission Academy follows the laws and procedures for all state-required testing (i.e., Physical Fitness Test ("PFT"), Smarter Balanced Assessment ("SBA"), California Alternate Assessment ("CAA"), English Language Proficiency Assessment for California ("ELPAC"), and the California Science Test ("CAST")).

All students will participate in applicable tests such as PFT, ELPAC, SBA**, and CAST**.

*** A parent or guardian may annually submit to Mission Academy a written request to excuse his or her child from any or all parts of any test provided pursuant to Education Code Section 60640 for the school year. If a parent or guardian submits an exemption request after testing has begun,*

any test(s) completed before the request is submitted will be scored and the results reported to the parent or guardian and included in the pupil's records.

STATE REQUIRED TEST	REQUIRED GRADES	TESTING MONTH(S)
ELPAC (ALT/SUMMATIVE)	K-12	FEB - MAY
ELPAC (INITIAL)	K-12	JULY - MAY
PFT	5,7,9	FEB – MARCH*
SBA/CAA	3-8 AND 11	MARCH – MAY*
CAST/CAA	5,8, 12	MARCH – MAY*

**Testing months are subject to change on a yearly basis. Please check with student’s adviser for current testing dates.*

Mission Academy will follow state and federal guidelines for accommodations, modifications, and designated supports of all tests deemed necessary for students with exceptional needs as determined by the IEP team.

OTHER ASSESSMENTS

Mission Academy is required to assess students often in order to monitor growth and keep students on track to meet their personalized learning plan goals. Students are asked to take an initial assessment of knowledge in Reading and Math (Language Arts is required for EL and SPED students) within the first 30 days of enrollment. After that time, students will re-assess each semester, and upon graduation. The school may ask the student, upon completion of a semester course in English Language Arts/Reading or Math, to re-take an assessment in order to gauge the learning that has taken place before and after the course. The school utilizes the Northwest Evaluation Association (NWEA) assessment for the initial and re-assessment of students throughout the school year. Lexile, quantile, and grade-level equivalents, as well as growth reports, are available and should be shared with students and parents through the adviser throughout the school year.

ACADEMIC TUTORING

Personal, one-on-one tutoring is offered through live chat and by appointment Monday through Friday to encourage and build academic proficiency. All students are eligible to receive tutoring as needed. All students functioning two grade levels below their respective grade, as indicated by the NWEA assessment, are recommended to participate in our tutoring program.

COMMUNICATION

Students must maintain contact with their advisers and teachers on a weekly basis to discuss academic course progress, request support, and/or collaborate to successfully move students toward their goals. All subject area teachers hold virtual open office hours weekly and no appointment is needed for students to “drop in.” In addition, all advisers, teachers, and support staff have appointment links to schedule one-on-one meetings on an as-needed basis, as found on the School Contact link. Middle school advisers or teachers are available for daily synchronous

instruction as needed. Parents are encouraged and invited to follow the progress of their students by reviewing the reports sent through the Learning Management System (LMS), and those from teachers sent via email, or by contacting the school or scheduling a meeting with advisers and/or teachers at any time. Parents can also login to their child's Student Information System portal to view graduation progress, assessment data, and other academic progress information. The school's contact list link is provided upon enrollment and available from any member of the school staff at any time.

ASSESSMENT POLICY

- Students may retake lesson quizzes up to two (2) times before being required to contact and meet with a teacher or tutor to review the material.
- Students may review lesson material and study guides as many times as they wish throughout a unit.
- Exams may be retaken at the discretion of the instructor (on a case-by-case basis).
- Final exams may be retaken at the discretion of the instructor (on a case-by-case basis).

WRITTEN ASSIGNMENT SUBMISSION POLICY

Written Assignments and activity "due dates" are considered an entry by 11:59:59 p.m. of the date due.

- Practices and Written Assignments are not considered "submitted" unless they contain content. A student does not bypass this policy by submitting a blank assignment.
- Practices and Written Assignments must be completed and graded with a passing grade before and with adequate grading time to unlock the next unit or exam. Students should plan to submit written assignments with enough time for teachers to grade them before requesting to move forward.

PARTICIPATION POLICY

Student engagement and participation is needed for the best academic outcome. This includes and is not limited to:

- Speaking with an adviser teacher over the phone or through virtual conferencing
- Interacting with the teacher via synchronous lessons (virtual instruction)
- Engaging in conversation with the teacher and other students regarding the curriculum in the discussion forums or online collaboration
- Completing activities, written assignments, and assessments in the class
- Reading or reviewing the lesson materials and curriculum
- Completing any outside research needed for a particular course or assignment

REPEATING COURSES

Mission Academy may allow a course to be repeated to earn a higher grade for credit. The initial course grade remains on the transcript as elective credit. The Principal, administrative designee, or counselor may approve students to repeat courses with consideration to individual circumstances and pending administrative approval.

TRANSCRIPT REVISIONS

Mission Academy documents and records the grade that is submitted by teachers at the end of course completion. Submitted grades are final and may only be reviewed by an administrator to change for the following circumstances:

1. Correction of error in grading material, such as entering the incorrect reported grade
2. Submitting a final grade for an “I” (or incomplete) grade

Any correction of a grade must take place within the semester of the start date of the course in which the grade was assigned. Students and parents should monitor their reported transcript grades, course completion grades, and Personalized Learning Plan (PLP) frequently. All grade changes must be approved by an administrator who will update all school records accordingly.

GRADUATION REQUIREMENTS

Students are required to successfully complete 210 credits for graduation. The following subjects and credits are requirements for graduation:

SUBJECT	CREDITS REQUIRED
English	40
World History	10
U.S. History	10
Economics	5
Civics/American Government	5
Mathematics*	30
Physical Science	10
Life Science	10
Physical Education	20
Visual & Performing Arts/World Language/CTE	10
Computer Literacy	5
Work Readiness	5
Electives	50
TOTAL	210

**Math must include ten credits of Algebra I (as required by state law)*

A student must complete a minimum of 10 credits while enrolled at Mission Academy in order to be eligible to graduate. Even if a student has completed 210 credits and has met all core curriculum requirements, he/she must still complete the 10-credit minimum requirement.

Exemptions And Special Circumstances

State law provides defined exemptions and flexibility for certain coursework and graduation requirements for foster care, homeless, former juvenile court students, students from military families, migratory students, and newly arrived immigrant students. (Education Code Sections 51225.1 and 51225.2 (AB 2121)).

GRADUATION CEREMONY AND HONORS

Mission Academy offers one or more graduation ceremonies per year. The graduation ceremony celebrates the graduating students who have completed their high school requirements during the year. The school also invites graduating seniors to be candidates for delivering speeches during the graduation ceremony.

TRANSFERABILITY OF COURSES AND COLLEGE ENTRY REQUIREMENTS

Parents and guardians of students are informed about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements during the student enrollment process and through personalized planning meetings with academic advisers. In addition, school counselors meet multiple times with juniors and seniors to conduct post-secondary planning. For additional information, please contact the school principal or counselor.

INSTRUCTIONAL TECHNOLOGY

TECHNOLOGY REQUIREMENTS FOR OPTIMUM ONLINE PRODUCTIVITY

All Mission Academy courses use interactive multimedia that requires students' computers to have Java and Flash Player installed and "cookies" enabled. For system requirements and specific troubleshooting steps, please review at <https://missionacademy.elev8schools.org/tech-requirements/>. Students who do not have access to a computer or internet at home may borrow a computer or internet device from the school.

If these materials are vandalized, not returned, or otherwise willfully cut, defaced, or otherwise injured, the student may be charged a replacement cost in accordance with state law (Education Code section 49014). Transcripts from other schools have been known to be delayed due to the lack of book recovery, per Education Code Section 48904(b). Loss or damage of school-issued property should be immediately reported to the school.

NOTE: iPads, Tablets, Chromebooks, and some Netbooks may be used as long the required plugins are available for use. Cell phones may provide some adequate or short-term access to coursework but are not ideal for online coursework achievement.

State testing may require the installation of a specific secure browser or borrowing of a school-issued laptop.

INTERNET SAFETY AND CODE OF CONDUCT POLICY

Mission Academy's online program, including its LMS, supplemental curriculum, online work, and school-issued devices, is an alternative to the student's district school of residence and one that we hope is made in the best interest of the student. As such, it is important that students demonstrate responsible use of the school's internet and technology systems. This means always using a computer in a way that shows consideration and respect, including appropriate care and cleaning of school-issued devices. Students and parents should know that email, chat, text messages, and synchronous virtual sessions are not private. Students should never say anything through communication tools that they would not mind seeing on the school's bulletin board, or in the local news.

Access to the Internet has been provided to students for their educational benefit. The Internet allows students to connect to information resources around the world. Every student has a responsibility to use the Internet in an appropriate and productive manner. To the extent practical, steps shall be taken to promote the safety and security of users of the school's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communication. It is the policy of Mission Academy to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use or dissemination of personal indemnification information of minors; and (d) comply with all applicable state and federal laws.

To ensure that all students are responsible and productive Internet users, the following guidelines have been established for using the Internet at school or on Mission Academy technology including, but not limited to, school computers.

Acceptable Uses of the Internet

Students are responsible for using the Internet in an effective, ethical and lawful manner and for educational purposes only. Mission Academy's LMS and Student Portal is available to students while participating in their educational experience only. Students are expected to use technology appropriately to increase digitally literate and achieve 21st century skills.

- Students are subject to all local, state and federal laws and agree to abide by all such laws. Mission Academy is committed to cooperating with officials to preclude any illegal activities conducted through Internet access. Students may not use the Mission Academy network to engage in any illegal act, including, but not limited to, arranging for the purchase or sales of drugs or alcohol, engaging in criminal activity, or threatening the safety of another person.
- Students may not use obscene, profane, lewd, vulgar, rude, defamatory, threatening, or disrespectful forms of communication. This applies to verbal and written language, diagrams, photographs, representations, videos, assignments, or any other form of communication while in the program.
- Students may not engage in personal attacks, including prejudicial or discriminatory attacks.
- Students may not bully, intimidate, or harass other persons. Harassment is persistently acting in a manner that distresses or annoys another person.
- Students may not knowingly or recklessly post false or defamatory information about a person or organization.
- Students may not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
- Students may not post photographs, comments, or blogs that display illegal substances or include references to illegal substances.
- Students may not post links to personal websites or social networking sites (including, but not limited to, Facebook, Instagram, SnapChat, Twitter, or YouTube).
- Students may not solicit login information or access an account belonging to someone else.
- Students may not solicit personal information from other students (including, but not limited to, home/work address, phone number, email address, or personal website).
- Students may not upload viruses or other malicious code.
- Students may not send or otherwise post unauthorized commercial communications to users (such as spam).
- Students may not use the Mission Academy network to pirate software or make illegal copies of copyrighted materials.
- Students may not use Mission Academy's copyrights or trademarks without written permission.
- Students may not post sensitive financial information.
- Students may not facilitate or encourage any violations of these Rules. Mission Academy will remove any content students post if we believe that it violates these rules. Mission

Academy will request the return of any technological devices used in violation of these policies.

Unacceptable Uses of the Internet

The Internet should not be used for personal gain or advancement of individual views. Use of the Internet for personal and inappropriate purposes including, but not limited to, visiting pornographic websites, social media websites, chat sites, downloading music, etc. is strictly prohibited and will result in school disciplinary action and/or legal action. Unacceptable uses also include unauthorized access, including so-called “hacking,” and other unlawful activities; and unauthorized disclosure, use and dissemination of personal identification information regarding minors. It is prohibited for students to use the school’s Internet services for any non-educational purposes.

Access to Inappropriate Materials

To the extent practical, technology protection measures (“Internet Filters”) shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any materials deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or other lawful purposes.

Online Safety and Security

The discussion features and online collaboration in the program provides students the opportunity to get to know other students. Mission Academy makes every attempt to ensure the safety and security of each student by maintaining fully moderated discussion boards.

- Students should not post personal contact information about themselves or other students. Personal contact information includes (but is not limited to) home, school, or work addresses, email addresses, and telephone numbers.
- Students agree not to meet with someone met online other than another Mission Academy student or staff member in a school-organized event only. Students should notify parent(s) or guardian(s) and the Mission Academy staff if someone online has asked to meet with them.
- Students will promptly disclose to the Mission Academy staff of any message they receive that is inappropriate, offensive, or feels uncomfortable.
- Students may not attempt to gain unauthorized access to the Mission Academy network or to any other computer system connected to the Mission Academy school network. This includes attempting to log in through another person’s account or access another person’s files. These actions are illegal, even if only for the purposes of “browsing.”
- Students may not make deliberate attempts to disrupt the computer system or destroy data by spreading computer viruses.
- Mission Academy is not responsible for any loss of data that is a result of system failure.
- It is unlawful to grant access to the Parent Student Portal and/or the Student Management System to anyone who is unauthorized without written consent by management and the proper legal right to know.
- Mission Academy may post links to other websites within the LMS. Mission Academy is not responsible for the privacy practices of websites not affiliated with Mission Academy.

Mission Academy encourages all students to be aware when they leave the school site and to read the privacy statements of every website that collects personally identifiable information.

- Mission Academy takes appropriate precautions to protect student information. All account information is located on a secured server behind a firewall. When students enter sensitive information (such as username or password), Mission Academy encrypts that information using secure socket layer (SSL) technology. If there are any questions about the security of the PSP Community, please contact Mission Academy School's Helpdesk.
- Mission Academy will not divulge any student information to outside parties in accordance with the Family Educational Rights and Privacy Act (FERPA).

Due to students completing their schoolwork outside of a physical school location, the school shall not be held liable for students accessing inappropriate materials outside of the school's local internet.

Software

To prevent computer viruses from being transmitted through the system there will be no unauthorized downloading of any software. All software downloads will be done through the school's Technology Team.

Copyright Issues

All materials in the courses are copyrighted and provided for use exclusively by enrolled students at Mission Academy. Students may print or photocopy material from the LMS for their own use. Copyrighted materials belonging to entities other than Mission Academy, such as those from the LMS curriculum platform may not be downloaded or printed for wider use, and students are not permitted to copy, transfer, rename, add or delete information or programs belonging to others, or upload information to the internet, unless given expressed written permission to do so by the owner of the materials or programs.

Failure to observe copyright or license agreements may result in disciplinary action from Mission Academy or legal action by the LMS/copyright owner.

Disclaimer: Mission Academy does not warrant, and specifically disclaims, all warranties of any kind, either expressed or implied, including but not limited to, the implied warranty of merchantability fitness for a particular purpose or non-infringement, relating to the use of, and/or materials obtained via, the Internet.

Security

Mission Academy reserves the right to access and monitor all messages and files on the computer system. Internet messages are public communication and are not private. All files and communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or receiver.

Bullying/Cyber-Bullying and Harassment/Discrimination

Mission Academy students will adhere to a No Tolerance Policy so that all can continue to have a free and safe online learning opportunity. Bullying is unwanted, aggressive behavior among school

aged children that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. Students who are found to be involved in such behavior will be warned with their first infraction through notification to the parent/guardian and could be expelled from the school if the issue is repeated. Any infraction that is considered bullying, cyber-bullying, and/or harassment must occur within the confines of the Mission Academy student portal, school event or classroom for Mission Academy to be immediately involved.

Violations

Violations of any guidelines listed above may result in disciplinary action up to and including permanent expulsion from the school. If necessary, the school will advise appropriate legal officials of any illegal violations.

GOOGLE APPS FOR EDUCATION

Mission Academy utilizes Google Apps for Education and Microsoft Office365 for classroom collaboration among students, teachers, and staff. This section describes the tools and student responsibilities for using these services. As with any educational endeavor, a strong partnership with families is essential to a successful experience.

Tools

The following suite of productivity tools are available to each student and hosted by Google as part of the school's online presence in Google Apps for Education:

- **Email:** an individual email account for school use managed by Mission Academy. This account will be considered the student's official school email address until such time as the student is no longer enrolled with Mission Academy
- **Calendar:** an individual calendar for providing the ability to organize schedules, daily activities, and assignments
- **Documents:** word processor (Google Docs), spreadsheet (Google Sheets), and presentation toolset (Google Slides) that are similar to those found in Microsoft Office
- **Sites:** an individual and collaborative website creation tool
- **Hangouts:** an online collaborative communication interface between 2 or more users

Using these tools, students can work together to create, edit, and share files in real-time and access websites for school-related projects and communicate via email with other students and teachers. These services are entirely online and available 24/7 from any computer with Internet access, and there are never any ads. Additionally, all data created by the students and stored in the cloud remain the property of each student. Examples of student use include showcasing class projects, building an electronic portfolio of school learning experience, and working in small groups on presentations to share with others.

Guidelines

Guidelines for the responsible use by students of Google Apps for Education include the following:

- **Access Restrictions:** Access to and use of student email is considered a privilege accorded at the discretion of Mission Academy. The school maintains the right to immediately withdraw the access and use of these services including email when there is reason to believe that violations of law or the school policies have occurred. In such cases, the alleged violation will be referred to the site administrator for further investigation and resolution.

- **Security:** Mission Academy cannot and does not guarantee the security of electronic files located on the Google systems. Although Google does have excellent security and a dynamic content filter in place for email, Mission Academy cannot assure that users will not be exposed to security breaches and/or unsolicited information.
- **Privacy:** The general right of privacy will be extended to the furthest degree possible in the electronic environment. School staff and all electronic users should treat electronically stored information in individuals' non-public files as private. However, users of student email are strictly prohibited from accessing files and information other than their own, except as may be intentionally created for online file sharing among students and teachers. Mission Academy reserves the right to access emails of user accounts when there is reasonable suspicion that unacceptable use has occurred.

ELECTRONIC COMMUNICATIONS POLICY

All Mission Academy employees, independent contractors, advisors, and volunteers (collectively, "Personnel") have a responsibility to always maintain only appropriate communications with students. With the advances in communication technology, the school recognizes that more opportunities exist for school and non-school related communications between Personnel and students. As the opportunities increase for such communications, Personnel and students have an increased responsibility to ensure that all forms of communication are appropriate and comply with applicable law and requirements to protect against inappropriate and unsolicited electronic and text messages.

Personnel and students should be respectful and courteous to other individuals. Everyone should consider the appropriateness of any content before sending the message to another. The sender will be solely responsible for what he/she communicates. Inappropriate content that may include discriminatory remarks, harassment, threats of violence, lewd, sexually explicit, or similar inappropriate or unlawful conduct will not be tolerated and may subject the sender to disciplinary action up to and including termination or expulsion.

When sending electronic communications, including but not limited to SMS/MMS text messages and other forms of social media (e.g., Twitter, Facebook, Instagram, Snapchat, etc.), permission should be obtained from each recipient to whom such communications are sent. This is referred to as an "opt-in process."

Changes to the permission forms previously submitted to Mission Academy via the enrollment package may be made by completing a new permission form and submitting it to the school. The permission form does NOT grant permission for students to send or receive social messages from fellow students, friends, or family during the school day.

Mission Academy is not responsible for and does not pay for charges that may be incurred by students and/or parents/guardians for sending or receiving text or other electronic messages. Parents and students should check with their wireless carrier for any applicable text messaging and/or data usage charges.

PARENT/STUDENT PUBLICATION & USE OF STUDENT WORKS

Mission Academy produces several types of publications or other forms of printed or visual media, including video and photographs, throughout the year that show students engaged in school-related activities. For example, Mission Academy has newsletters that consist of information from around the state and feature student writings and/or photographs of students. In addition, we have a website that provides anybody, anywhere with the school's information and may also have pictures or other visual media of students engaged in school-related activities. Mission Academy also produces publications or other forms of printed or visual media to increase public awareness and promote continuation and improvement of education programs using social media, displays, brochures, etc.

Students featured in any of these publications will only be identified by first name, if any identification is given. No other personal information (e.g., ages, addresses, phone numbers, etc.) will be used. No personal compensation can be given for pictures, works and/or other forms of printed or visual media used.

Students and/or parents will be requested to sign Mission Academy's Permission for Publication Form upon enrollment, and upon completion and return to the school, this form grants Mission Academy permission to publish student pictures, works and/or other forms of printed or visual media of your student (engaged in school-related activities) in the school's publications.

HEALTH AND SAFETY

STUDENT MENTAL HEALTH SERVICES

Per Education Code Section 48980 (AB 2022), Mission Academy is required to notify students and parents/guardians of mental health resources and services available to the community. The mental health of students is a top priority and as such all staff is trained to support students experiencing a crisis or to connect them with resources, counselors, or an on-site social worker.

School Email: counselors@learn4life.org

School Counselors

- Ms. Heather Meeks (844) 788-3965 hmeeks@missionacademyhs.org

School Psychologist

- Ms. Dalia Sedrak (818) 400-7918 dsedrak@missionacademyhs.org

County Resources – AVAILABLE 24/7

- 211 Community Resources (Shelter, Food, Counseling, etc.): Dial “211”
- CA Department of Mental Health (Information by County): <https://focus.senate.ca.gov/mentalhealth/county-resources>

Hotlines – Text and Online Chat Resources

Hotlines – Text and Online Chat Resources

- Suicide and Crisis Lifeline: 988
- Teen Line Hotline: Call (800) 852-8336 (6:00pm – 10:00pm) or Text “TEEN” to 839-863 (6:00pm-9:00pm)
- California Youth Crisis Line: (800) 843-5200 (24/7)
- Trevor Project: (866) 488-7386 (24/7)
- Trevor Text: Text "START" to 678-678 (24/7)
- Trevor Chat: www.trevorproject.org (3pm-10pm)
- National Human Trafficking Hotline: (888) 373-7888 (24/7); or Text "HELP" or "INFO" to 233-7333 (24/7) Chat: www.humantraffickinghotline.org/en/chat
- Sexual Assault Hotline: (800) 656-4673 (24/7)
- Substance Abuse & Mental Health Services National Helpline: (800) 662-4357

Other Resources

- Most private health care plans (e.g.: Kaiser, Blue Cross, Health Net, etc.) and Medi-Cal offer mental health care and/or cover mental health services as covered benefits.
- Any other mental health resource in your area. Please let your student’s principal, teacher, or any adult staff know if we can be of further assistance to you or your student.

SUICIDE PREVENTION

Protecting the health and well-being of all students is of utmost importance to the school. The school has adopted a suicide prevention policy which will help to protect all students through the following steps:

1. Students will learn about recognizing and responding to warning signs of suicide in friends, using coping skills, using support systems, and seeking help for themselves and friends. This will occur in all health classes.
2. Each school will designate a suicide prevention coordinator to serve as a point of contact for students in crisis and to refer students to appropriate resources.
3. When a student is identified as being at risk, the student will be assessed by a school employed mental health professional who will work with the student and help connect him or her to appropriate local resources.
4. Students will have access to national resources which they can contact for additional support, such as:
 - Suicide and Crisis Hotline: 988 <https://988lifeline.org/>
 - The Trevor Lifeline (866) 488-7386 www.thetrevorproject.org
5. All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or in need of help.
6. Students should also know that because of the life-or-death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crises.
7. For more details, please see the full School Policy on Suicide Prevention.

STUDENT HEALTH SCREENINGS

The state law mandates that the following student health screenings are conducted:

- Hearing tests are required for grades TK/K or 1st (or upon first enrollment in the California public school system), and grades 2, 5, 8, and 10th or 11th grade. Special education students, except those enrolled for a hearing problem, must take a hearing test upon initial assessment for an IEP and every third year thereafter, or more frequently as necessary, as per the IEP. (Ref: Ed Code section 49452; 17 CCR section 2951.)
- Vision tests are required for grades TK/K (or upon first enrollment in the California public school system), and grades 2, 5, and 8. However, students in special education must undergo an initial vision assessment along with the establishment of the IEP and at each triennial review. (Ref: Ed Code sections 49452 and 49455.)
- Scoliosis screening is mandatory for every female pupil in grade 7 and every male pupil in grade 8. (Ref: Ed Code section 49452.5.)

SEXUAL HEALTH AND HIV PREVENTION EDUCATION

The California Healthy Youth Act requires that comprehensive sexual health education and Human Immunodeficiency Virus (HIV) prevention education be taught to students at least once in middle school and once in high school, beginning no later than grade seven. Instruction and materials must be medically accurate, objective, age-appropriate and inclusive of all students, as defined by law. The law requires that instruction and materials must encourage students to communicate with parents, guardians, or other trusted adults about human sexuality. The purpose of this instruction is to:

- Provide students with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy.
- Provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family.
- Promote understanding of sexuality as a normal part of human development.
- Ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end.
- Provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors.

This instruction will be provided by Mission Academy staff. All instructional materials are available for review in the main office or by contacting the principal. Parents/guardians may also request a copy of the California Healthy Youth Act (Education Code sections 51930–51939).

State law allows you to remove your child from this instruction. You may excuse your child from part or all of the sexual health instruction by providing a written note in your preferred language to your child’s principal through email or by dropping off the note in the front office. The note should simply state that you are excusing your child from all or part of the instruction. Within the note, please print your child’s first and last name, your first and last name, and your child’s grade level. There is no need for any explanation or reason for excusal to be stated. Additionally, an alternative curriculum option will be provided to your child. If you have any questions, please contact your student’s teacher or principal.

CHILD ABUSE REPORTING

All employees of Mission Academy are mandated reporters as defined by law and administrative regulation and are obligated to report all known or suspected incidents of child abuse and neglect. Mandated reporters shall not investigate any suspected incidents but are required to cooperate with agencies responsible for reporting, investigating and prosecuting cases of child abuse and neglect.

DIABETES FACT SHEETS

Important information from the California Department of Education regarding type 1 and type 2 diabetes is provided in Appendix B.

FIREARM SAFETY INFORMATION

Important information from the California Department of Education on California laws regarding the safe storage of firearms is provided in Appendix C.

SCHOOL VOLUNTEER POLICY

Mission Academy encourages parents/guardians and interested members of the community to contact the school to meet with members of the educational program, attend virtual meetings and events, and meet with school leadership to advise on school policy and decision-making. Additionally, school volunteers can be extremely helpful to our teachers and valuable to students.

Nevertheless, to ensure the safety of students and staff as well as to minimize interruption of the instructional program, Mission Academy has established a School Volunteer Policy. Please see Appendix G for a full copy of this policy.

NOTIFICATION ON THE DANGERS OF FENTANYL AND OTHER SYNTHETIC DRUGS

As required by state law, Education Code Section 48985.5, Mission Academy wishes to inform all students and parents/guardians about the dangers associated with using synthetic drugs that are not prescribed by a physician, such as fentanyl, and the possibility that dangerous synthetic drugs can be found in counterfeit pills and the risk of social media platforms being used as a way to market and sell synthetic drugs. Please see Appendix H for important safety information.

STUDENTS WITH DISABILITIES

Mission Academy shall comply with all the applicable state and federal laws in serving students with disabilities, including but not limited to, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), and the Individuals with Disabilities in Education Act (IDEA).

Pursuant to Education Code Section 51845, no individual with exceptional needs, as defined in Education Code Section 56026, may participate in independent study, unless his or her individualized education program (IEP) specifically provides for that participation. Students enrolling at Mission Academy with an IEP will be enrolled with an interim placement until an IEP meeting is held to determine appropriate placement.

STUDENTS WITH EXCEPTIONAL NEEDS/IEPS

A student with exceptional needs who has an IEP and transfers into Mission Academy from a district not operating programs under the same special education local plan will receive free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent/guardian/adult student, for a period not to exceed 30 days, by which time Mission Academy shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In the case of an individual with exceptional needs who has an IEP and transfers into Mission Academy from a district operating programs under the same special education local plan area of the district in which he or she was last enrolled in a special education program within the same academic year, Mission Academy shall continue, without delay, to provide services comparable to those described in the existing approved IEP that is consistent with federal and state law.

SECTION 504

Mission Academy recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the 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 Mission Academy. The parents of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the principal or designee. A copy of Mission Academy's Section 504 policies and procedures is available upon request.

FOSTER AND HOMELESS YOUTH

FOSTER YOUTH EDUCATION RIGHTS

Developed by the California Foster Youth Education Task Force, the following summarizes the California Education Code sections pertaining to foster youth.

1. RIGHT TO REMAIN IN YOUR SCHOOL OF ORIGIN

- You have the right to stay in the same school after you move to a new foster care placement. Your “school of origin” can be:
 1. The school you attended when you first entered foster care,
 2. The school you most recently attended, or
 3. Any school you attended in the last 15 months that you feel connected to.
- Your school must work with you, your education rights holder, your caregiver, and your social worker/probation officer to develop a plan to transport you to your school of origin.
- If you are transitioning from elementary school to middle school or from middle school to high school, you have the right to transition to the same school as your classmates.
- If there is any disagreement about which school you will attend, you have the right to stay in your school of origin until the disagreement is resolved.

2. RIGHT TO IMMEDIATE ENROLLMENT IN SCHOOL

- You have the right to immediately enroll in your regular home school after you move placements.
- You cannot be forced to attend a continuation school or other alternative education program, such as independent study, even if you are behind in credits or have discipline problems at school.
- You have a right to immediately enroll in school and begin attending classes, even if you do not have the paperwork you would normally need for enrollment (such as birth certificate, transcript, or IEP) or you did not check-out from your previous school.
- Your previous school must send your education records to your new school after you enroll.
- You have the right to participate in any activities available at your new school, such as sports teams, tutoring, or after-school clubs, even if you miss a tryout or sign-up deadline.

3. RIGHT TO PARTIAL CREDITS FOR HIGH SCHOOL STUDENTS

- If you change schools during the school year, you have a right to partial credits in all classes that you are passing when you leave your old school, even if you do not complete the entire class.
- After you change schools, your new school must accept the partial credits issued by your old school.
- After you change schools, you have the right to be enrolled in the same or similar classes you were enrolled in at your last school.
- You cannot be forced to retake a class or part of a class that you have already

completed with a passing grade if it would make you off-track for high school graduation.

- You have the right to take or retake any class that you need to go to a California State University or University of California.
- Your grade cannot be lowered because you were absent from school for a court hearing, placement change, or a court-related activity.

4. GRADUATION RIGHTS

- You have the right to stay in high school for a fifth year to complete your school graduation requirements, even if you are over 18.
- If you are behind on your credits, and you transferred schools after 10th grade, you may be eligible to graduate under AB 167/216 by completing only the state graduation requirements (130 credits in specific classes) instead of your school's requirements.
- If you are eligible, the decision of whether to graduate under AB 167/216 is made by your education rights holder.

5. COLLEGE RIGHTS

- You have the right to have the application fee waived when you apply to a community college in California.
- You have the right to receive the maximum amount of federal student aid and you may be eligible for up to \$5,000 per year from the Chafee scholarship.

6. SCHOOL DISCIPLINE RIGHTS

- You cannot be suspended for more than 5 school days in a row or for more than 20 days in a school year.
- You have a right to be told why you are being suspended and the right to provide your version of events and evidence before you are suspended unless there is an emergency. If the behavior for which you are being suspended could subject you to criminal charges, you should consult with your education rights holder or attorney before providing an oral or written statement to the school or police.
- Your attorney and social worker must be invited to a meeting before your suspension can be extended beyond 5 days and a suspension can only be extended if you are being considered for expulsion.
- You have a right to a formal hearing, and to be represented by an attorney at that hearing before you are expelled.
- If you are facing a possible expulsion, your attorney and social worker must be notified. If you are in special education, your attorney and social worker must be invited to a meeting to decide whether your behavior was related to your disability.

7. RIGHT TO YOUR SCHOOL RECORDS

- You have the right to access your school records if you are 16 years or older or have finished 10th grade.
- Your social worker/probation officer and education rights holder can access your school records as well.

Non-Education Rights of Foster Youth

As a foster youth, you also have other rights that are not related to school, such as the right to see a doctor or to have private storage space. For more information, please see the Foster Youth Bill of Rights.

Foster Youth Education Rights Holders

Every foster youth under the age of 18 must have an education rights holder, who is required to make educational decisions in the youth's best interest. Foster youth who are 18 or older have the right to make their own educational decisions. Your education rights holder may be your parent or legal guardian, your caregiver, or another person chosen by the court. Your education rights holder cannot be your social worker or probation officer, your attorney, or group home or school staff members. It is important to know who your education rights holder is. If you need information about who your education rights holder is, you can contact your social worker or attorney.

If you believe your education rights have been violated, you can file a complaint using the Uniform Complaint Procedures (UCP) contained herein. The school has 60 days to investigate and give you a written response.

For more information about your education rights, please see the [Foster Youth Education Toolkit](#) or the [California Youth Education Task Force](#). You can also contact your school's Foster Youth Educational Liaison or your county's Foster Youth Services Coordinating Program (FYSC) from the CDE [Foster Youth Services page](#).

RIGHTS AND PROTECTIONS FOR HOMELESS AND UNACCOMPANIED YOUTH

As a homeless or unaccompanied youth, please be aware that you may have the right to:

- Immediate enrollment in the school you last attended (school of origin) or the local school where you are currently staying, even if you do not have all the documents normally required at the time of enrollment.
- Continue to attend your school of origin, if requested by you and it is in your best interest.
- Receive transportation to and from your school of origin, the same special programs, and services, if needed, as provided to all other students, including free meals and Title I services/programs.
- Receive the full protections and services provided under all federal and state laws, as it relates to homeless children, youth, and their families.

If you have any questions about these rights, please contact the school's Homeless Liaison:

Charis Washington

(833) 722-5106

charis.washington@missionacademyhs.org

PREGNANT AND PARENTING STUDENTS

RIGHTS OF PREGNANT AND PARENTING STUDENTS

As required by state law (AB 2289; Education Code sections 222.5, 46015), Mission Academy hereby provides notice of the following accommodations as rights of pregnant and parenting pupils, as established by the California Legislature:

1. A pregnant or parenting pupil is entitled to eight weeks of parental leave, which the pupil may take before the birth of the pupil'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, to protect the health of the pupil who gives or expects to give birth and the infant, and to allow the pregnant or parenting pupil to care for and bond with the infant. It is the intent of the Legislature that the pupil, if the pupil is 18 years of age or older, or, if the pupil is under 18 years of age, the person holding the right to make educational decisions for the pupil, notify the school of the pupil's intent to exercise this right. Failure to notify the school shall not abridge the rights established by this paragraph or any other right established by this subdivision.
2. A pregnant or parenting pupil who does not wish to take all or part of the parental leave to which they are entitled pursuant to paragraph (1) shall not be required to do so.
3. A pregnant or parenting pupil is entitled to receive more than eight weeks of parental leave pursuant to paragraph (1) if deemed medically necessary by the pupil's physician.
4. When a pupil takes parental leave pursuant to paragraph (1), the supervisor of attendance shall ensure that absences from the pupil's regular school program are excused until the pupil is able to return to the regular school program or an alternative education program.
5. During parental leave taken pursuant to paragraph (1), a local educational agency shall not require a pregnant or parenting pupil to complete academic work or other school requirements.
6. A pregnant or parenting pupil may return to the school and the course of study in which he or she was enrolled before taking parental leave pursuant to paragraph (1).
7. Upon return to school after taking parental leave pursuant to paragraph (1), a pregnant or parenting pupil is entitled to opportunities to make up work missed during his or her leave, including, but not limited to, makeup work plans and reenrollment in courses.
8. Notwithstanding any other law, a pregnant or parenting pupil may remain enrolled for a fifth year of instruction in the school in which the pupil was previously enrolled when it is necessary in order for the pupil to be able to complete state and any local graduation requirements, unless the local educational agency makes a finding that the pupil is reasonably able to complete the local educational agency's graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

9. A pupil who chooses not to return to the school in which he or she was enrolled before taking parental leave pursuant to paragraph (1) is entitled to alternative education options offered by the local educational agency.
10. In accordance with subdivision (d) of Section 221.51, a pregnant or parenting pupil who participates in an alternative education program shall be given educational programs, activities, and courses equal to those he or she would have been in if participating in the regular education program.
11. A pupil shall not incur an academic penalty as a result of his or her use of the accommodations specified in this subdivision.

STUDENT BEHAVIOR, CONDUCT AND DISCIPLINE

STUDENT STANDARDS OF CONDUCT

Mission Academy makes every effort to maintain a positive learning environment where students, families, teachers, and staff are treated with respect. Students and families are expected to contribute to the success of all students by helping to foster and pass on our positive and growth-oriented mindset. Families are encouraged to reach out to the school at any time, to participate in school surveys, and to attend Parent Advisory Committee meetings, held quarterly.

Students' basic rights include the right to a meaningful educational experience. While we strive to provide an online school experience that fosters an online learning environment that is safe and that values students' viewpoints, opinions, and unique needs and characteristics, students must also demonstrate a commitment to honoring the rights of all members of our school. To that end, students must balance their own right to an educational experience with their responsibility for their actions, particularly when their actions are inappropriate or offensive to others.

When students choose to demonstrate behavior that is inappropriate in accordance with Mission Academy procedures, they will need to accept the consequences. Students and parents should understand that Mission Academy and California state law provide Mission Academy the authority to hold students accountable for inappropriate behavior at school events and within school systems (including virtually), if the behavior has a negative impact on school employees, students or activities. School administrators shall handle each report of a student disciplinary situation by speaking with students to gather information. Administrators may gather information from students without parent participation or consent. When gathering information from a student accused of a violation of the Code of Conduct, the administrator will afford due process rights in accordance with applicable law and school policy.

ACADEMIC INTEGRITY AND PLAGIARISM

As members of the academic community, all students are expected to conduct themselves with honor and academic integrity. All students will follow appropriate citation guidelines to ensure that proper credit is given to the authors or creators of any work used.

Mission Academy's Plagiarism Policy defines plagiarism as presenting someone else's work, including the work of other students, as one's own. Any ideas or materials taken from another source for either written or oral use must be fully acknowledged unless the information is common knowledge. What is considered "common knowledge" may differ from course to course. Sources may include, but are not limited to, information found on the Internet, books, articles, Artificial Intelligence (AI) generated materials and media presentations and recordings. Requirements for citing material are as follows:

A student must not adopt or reproduce ideas, opinions, theories, formulas, graphics, or pictures or photos without citing the exact source in the body of the assignment. This includes the following examples:

- Directly quoting another person's actual words, whether oral or written;
- Using another person's ideas, opinions, or theories;
- Paraphrasing the words, ideas, opinions, or theories of others, whether oral or written;

- Borrowing facts, statistics, or illustrative material; or
- Offering materials assembled or collected by others in the form of projects or collections.
- Using AI tools, software, and programs when it contributes significantly to the content, ideas, or methods used.

Lack of Academic Integrity

Cheating involves submitting work in an assignment or exam that is not your own. It can include the following:

- Copying someone else's work
- Allowing someone else to copy your work
- Having someone else complete your work for you
- Using unauthorized materials to help you complete your work
- Accessing social media sites on the internet to help you complete your work
- The misuse of AI tools, software, and programs to complete your work.

If an instructor detects plagiarism or cheating, the instructor may recommend (depending on the severity) one of the following:

- Reduced grade for the assignment or exam
- No credit for the assignment or exam
- Reduced grade for the course
- Recompletion of the assignment in question
- Completion of an alternate assignment or exam

Under no circumstances will a student be permitted to cheat or plagiarize, and disciplinary measures will be taken in the event this type of student misbehavior continues.

SUSPENSION AND EXPULSION POLICY AND PROCEDURE

Trauma-Sensitive and Restorative Practices Policy

Mission Academy is dedicated to being a student-centered organization and accordingly recognizes a standardized, effective behavior management system is key to ensuring students feel supported and can be successful in school. Mission Academy has embraced a trauma-sensitive approach when considering student behavioral issues by examining what happened in a particular incident, as well as the root cause(s), rather than faulting a student's character. To support this perspective, Mission Academy practices setting clear parameters around expectations for both students and educators thereby limiting or reducing unwanted behaviors while also using restorative practices to maintain the relationships of respect when an incident does occur. Recognizing that a high percentage of Mission Academy's students have experienced adverse childhood experiences, these systems help us create a safe learning environment in which students feel valued, respected, and are able to work at their own pace to get back on track in their academic and personal lives.

Suspension and Expulsion Policy

Mission Academy has adopted a suspension and expulsion policy to promote learning and protect the safety and well-being of all students at Mission Academy. When the policy is violated, it may

be necessary to suspend or expel a student from regular classroom instruction. School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. Please see Appendix D for a full copy of this policy.

OTHER SCHOOL POLICIES AND PROCEDURES

Dress Code:

When participating in video chats or attending meetup or testing locations, appropriate attire is required. To maintain a safe, inclusive, and respectful environment the following items may not be worn:

- Clothing may not depict, imply, or advertise alcohol, drugs, tobacco, knives, or firearms.
- Clothing may not state, imply, or depict hate speech/imagery targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, or religious affiliation.
- Clothing may not depict or imply pornography, nudity, or sexual acts.

Safety:

- If attending an in-person event, students will participate in all safety drills and will familiarize themselves with the emergency escape plan posted at the school.
- You may request to review the complete updated management plan for asbestos containing material in school buildings. (40 CFR 763.93).

School Environment:

- Mission Academy is an alcohol, tobacco, vape/e-cigarette, drug, and weapon free environment. This includes in all virtual and distance-learning settings.

Student IDs:

- Students will be issued an ID card at the time of enrollment. Students shall wear their ID cards when attending meet-ups with teachers and school events, and during state testing.

Work Permits:

- Mission Academy recognizes that part-time jobs can give students needed supplementary income, valuable work experience, and enhanced self-esteem. The purpose of the Work Permit program is to provide students with the opportunity to “earn while they learn” and to provide access to real-world employment education.
- The information that a student needs to get a work permit can be attained at the school through their adviser or school counselor. The work permit request form requires information from the school, student, guardian, and prospective employer.
- Please note: To qualify for and retain a work permit, students must consistently and regularly attend school, earn acceptable grades, demonstrate satisfactory citizenship, and complete and return all school assignments on time.

GRIEVANCES

GRIEVANCES SUMMARY

Mission Academy has multiple grievance procedures described in this handbook. To clarify the differences among these procedures to determine which is applicable, please see the following summary:

- **Uniform Complaint Procedure.** This remedy applies to complaints alleging Mission Academy's failure to comply with applicable state and federal laws and regulations that are subject to the UCP, including 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 Mission Academy program or activity.
- **General Complaints.** Mission Academy welcomes suggestions for improvement, good-faith complaints, and questions. The General Complaint Policy is designed to address concerns about the school generally or regarding specific employees. For complaints regarding harassment or perceived violations of state or federal laws, please refer to Mission Academy's Policy against Unlawful Harassment, Title IX, and/or the Uniform Complaint Procedures. For all other complaints, the General Complaint form and accompanying procedures will be appropriate.
- **Request to Amend Education Records.** Following the inspection and review of a student's education records, a parent or eligible student may file a written request with the school to correct or remove any information that is inaccurate, misleading, or otherwise in violation of the student's privacy rights under the federal Family Educational Rights and Privacy Act ("FERPA").
- **FERPA Complaint.** Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by Mission Academy to comply with the education records requirements of FERPA.
- **Bullying.** Any student who believes they have been subject to bullying or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to Mission Academy or the U.S. Department of Education, Office for Civil Rights. If the bullying is unlawful discrimination, the Uniform Complaint Procedure applies. If not, an offender is subject to the general Mission Academy discipline process.
- **Title IX.** Sexual harassment should be reported to the Mission Academy Coordinator. 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. Mission Academy prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

UNIFORM COMPLAINT PROCEDURES (UCP)

Mission Academy (Charter School) annually notifies our students, employees, parents or guardians of its students, school advisory committees, and other interested parties of our Uniform Complaint Procedures (UCP) process. The UCP Annual Notice is available on our website and in our parent-student handbook.

The Charter School is primarily responsible for compliance with federal and state laws and regulations, including those related to unlawful discrimination, harassment, intimidation or bullying against any protected group, and all programs and activities that are subject to the Uniform Complaint Procedures (“UCP”). A copy of the school’s UCP is available free of charge on our website.

Programs and Activities Subject to the UCP

- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After Schools Education and Safety
- Agricultural Career Technical Education
- Career Technical and Technical Education and Career Technical and Technical Training Programs
- Child Care Development Programs
- Compensatory Education
- Consolidated Categorical Aid Programs
- Course Periods without Educational Content
- Discrimination, harassment, intimidation or bullying against any protected group as identified under California *Education Code (EC)* sections 200 and 220 and *Government Code* Section 11135, including any actual or perceived characteristics as set forth in *Penal Code* Section 422.55, 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 program or activity conducted by an educational institution, as defined in *EC* Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.
- Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families, pupils formerly in juvenile court now enrolled in a school district, pupils who are migratory, and pupils participating in a newcomer program
- Every Student Succeeds Act (ESSA)
- Instructional Materials and Curriculum Diversity
- Local Control and Accountability Plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans for Student Achievement
- Schoolsite Councils
- State Preschool

- State Preschool Health and Safety Issues in LEAs Exempt from Licensing
- And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) or designee deems appropriate.

The programs and activities subject to the UCP in which the Charter School operates are:

- Accommodations for Pregnant and Parenting Pupils
- Career Technical and Technical Education and Career Technical and Technical Training Programs
- Consolidated Categorical Aid Programs
- Discrimination, harassment, intimidation, or bullying against any protected group as identified under California Education Code (EC) sections 200 and 220 and Government Code Section 11135, including any actual or perceived characteristic as set forth in Penal Code Section 422.55, 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 program or activity conducted by an educational institution, as defined in EC Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.
- Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families, pupils formerly in Juvenile Court now enrolled in a school district, pupils who are migratory, and pupils participating in a newcomer program.
- Every Student Succeeds Act (ESSA)
- Instructional Materials and Curriculum Diversity
- Local Control and Accountability Plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans for Student Achievement
- Schoolsite Councils
- And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) or designee deems appropriate.

Filing a UCP Complaint

A UCP complaint shall be filed no later than one (1) year from the date the alleged violation occurred. For complaints relating to Local Control and Accountability Plans (LCAP), the date of the alleged violation is the date when the Charter School Board of Directors approves the LCAP or annual update.

A pupil enrolled in Charter School shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee complaint may be filed with the Compliance Officer designated below.

A pupil fee or LCAP complaint may be filed anonymously, that is, without an identifying signature, if the complainant provides evidence or information leading to evidence to support an allegation of noncompliance.

Contact Information

Complaints within the scope of the UCP are to be filed with the person responsible for processing complaints:

Lindsay Reese, Area Superintendent
12520 Van Nuys Blvd. Suite 101
Pacoima, CA 91340
(844) 788-3965
UCPOfficer@missionacademyhs.org

The above contact is knowledgeable about the laws and programs that they are assigned to investigate in the Charter School.

Responsibilities of the Charter School

The Charter School shall post a standardized notice, in addition to this notice, with educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families, pupils formerly in Juvenile Court now enrolled in a school district, pupils who are migratory, and pupils participating in a newcomer program.

The Charter School advises complainants of the opportunity to appeal an Investigation Report of complaints regarding programs within the scope of the UCP to the California Department of Education (CDE).

The Charter School advises complainants of civil law remedies, including injunctions, restraining orders, or other remedies or orders that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable.

Copies of the UCP procedures shall be available free of charge.

GENERAL COMPLAINT POLICY

Mission Academy has adopted this policy to address general concerns about the school or concerns regarding specific employees. For complaints regarding harassment or perceived violations of state or federal laws, please refer to the school's Harassment, Intimidation, Discrimination, & Bullying Policy and/or the school's Uniform Complaint Procedures. For all other complaints, the General Complaint form and accompanying procedures will be appropriate.

If complaints cannot be resolved informally, complainants may file a written complaint with the Principal, Area Superintendent (only if the complaint concerns the Principal), or Governing Board Chair (only if the complainant's concerns the Area Superintendent) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, the principal (or designee) shall abide by the following process:

1. The principal (or designee) shall use his or her best efforts to ascertain the facts relating to the complaint. Where applicable, the principal (or designee) shall talk with the parties identified in the complaint or persons with knowledge of the particulars of the complaint to ascertain said facts. This investigation will be completed within fifteen (15) calendar/business days.
2. If the principal (or designee) finds that a complaint is valid, the principal (or designee) may take appropriate action to resolve the problem. Where the complaint is against an employee of Mission Academy, the principal (or designee) may take disciplinary action against the employee. As appropriate, the principal (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. All efforts will be made to complete the investigation in a timely manner and could take up to sixty (60) days.
4. The principal's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Area Superintendent in writing, and then to the Board of Directors. The complainant can appeal this decision within ten (10) calendar/business days of receiving the written finding. The decision of the Board of Directors shall be final.

General Requirements

1. **Confidentiality:** All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. **Non-Retaliation:** All complainants will be advised that they will be protected against retaliation because of the filing of any complaints or participation in any complaint process.
3. **Resolution:** The Board of Directors (if a complaint is about the Area Superintendent), Area Superintendent (if a complaint is about the Principal)) or the principal or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

Contact your school principal for a copy of the general complaint procedures and form.

FERPA: PUPIL RECORDS, INCLUDING CHALLENGES, DIRECTORY INFORMATION AND INFORMATION SHARING

Annual Notification

The following shall serve as Mission Academy's annual notice to parents/guardians and students of the school's general information policies regarding Pupil Records, Including Challenges, Directory Information, and Information Sharing.

FERPA Information

The Family Educational Rights and Privacy Act ("FERPA") affords parents and students who are 18 years of age or older (hereinafter referred to as "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 forty-five (45) days after the day Mission Academy receives a request for access. Parents or eligible students should submit to the school principal or designee a written request that identifies the records they wish to inspect. Mission Academy officials will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents or eligible students who wish to ask Mission Academy to amend a record should write the school principal, clearly identify the part of the record they want changed and specify why it should be changed. If Mission Academy decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student 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 parent or eligible student when notified of the right to a hearing.
3. The right to provide written consent before Mission Academy discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent as described below. The school's request for written or parental or guardian consent for release of student information must include the following information: (1) the signature and date of the parent, guardian, or eligible student providing consent; (2) a description of the records to be disclosed; (3) the reason for release of information; (4) the parties or class of parties receiving the information; and (5) if requested by the parents, guardians or eligible student, a copy of the records to be released. Mission Academy shall permanently keep the consent notice with the record file. The parent, guardian, or eligible student is not required to sign the consent form. If the parent, guardian, or eligible student refuses to provide written consent for the release of student information that this not otherwise subject to release, the school shall not release the information.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by Mission Academy to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education

400 Maryland Avenue, SW
Washington, DC 20202

Mission Academy shall avoid the disclosure of information that might indicate a student's or family's citizenship or immigration status if the disclosure is not authorized by FERPA. Mission Academy personnel shall take the following action steps upon receiving an information request related to a student's or family's immigration or citizenship status:

- Notify a designated School official about the information request.
- Provide students and families with appropriate notice and a description of the immigration officer's request.
- Document any verbal or written request for information by immigration authorities.
- Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

FERPA does permit the school's disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. Mission Academy may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student in the following instances:

1. To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom Mission Academy has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1)- (a)(1)(i)(B)(2) are met. (§99.31(a)(1)).
2. 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, subject to the requirements of §99.34. (§99.31(a)(2)).
3. To authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35).
4. In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4)).
5. To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a state statute that concerns the juvenile justice system and the

system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5)).

6. To organizations conducting studies for, or on behalf of, Mission Academy, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6)).
7. To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7)).
8. To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8)).
9. To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9)).
 - a. Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on Mission Academy prohibits disclosure, the school shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.
10. To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10)).
11. Information that Mission Academy has designated as "directory information" under §99.37 (§99.31(a)(11)), as more fully described below.

Directory Information

The following shall serve as Mission Academy's annual notice to parents/guardians and eligible students of the school's directory information policies.

FERPA requires that Mission Academy, with certain exceptions, obtain the parent's written consent prior to the disclosure of personally identifiable information from your child's education records. Mission Academy shall require written parental or guardian consent for the release of student information unless the information is relevant for a legitimate educational interest or includes directory information only. Neither exception permits disclosing information to immigration authorities for immigration-enforcement purposes; no student information shall be disclosed to immigration authorities for immigration-enforcement purposes without a court order or judicial subpoena. Directory information does not include citizenship status, immigration status, place of birth, or any other information indicating national origin (except where the school receives consent as required under state law).

Mission Academy may disclose appropriately designated "directory information" without written consent unless you have advised the school to the contrary in accordance with school procedures. The primary purpose of directory information is to allow Mission Academy to include this type of information from your child's education records in certain school publications. Examples include, but are not limited to:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written

consent. Outside organizations include, but are not limited to, companies that manufacture class rings, publish yearbooks, or are identified by Mission Academy as entities that have a legitimate need to know and/or organizations who request directory information in the furtherance of the school's valid interests. Mission Academy has determined that it will release directory information to requestors that engage in information dissemination related to California charter school issues. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the school that they do not want their student's information disclosed without their prior written consent. (Section 9528 of the Elementary and Secondary Education Act)

Mission Academy has designated the following information as directory information:

- Student's name
- Student's address
- Parent/guardian's address
- Telephone listing
- Student's e-mail address
- Parent/guardian's e-mail address
- Photograph • Date of birth
- Major field of study
- 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, a password, etc. (However, a student's SSN, in whole or in part, cannot be used for this purpose.)

If you do not want Mission Academy to disclose any or all of the types of information designated below as directory information from your child's education records without your prior written consent, you must notify the school in writing within ten (10) days of your enrollment date.

TITLE IX POLICY PROHIBITING DISCRIMINATION IN THE BASIS OF SEX

Mission Academy's Title IX Policy Prohibiting Discrimination on the Basis of Sex contains the policies and grievance procedures to address sex discrimination, including but not limited to sexual harassment, occurring within the school's education program or activity. Mission Academy does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment. Please see Appendix E for a full copy of this policy.

HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, 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, Mission Academy prohibits any acts of discrimination, harassment, intimidation, and bullying altogether. The policy applies to incidents occurring on the school campus, at school-sponsored events and activities, through school-owned technology, and through other electronic means whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom Mission Academy does business, and all acts of the school's governing board in enacting policies and procedures that govern Mission Academy. Mission Academy 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 its policy. Please see Appendix F for a full copy of this policy.

CLOSING

In closing, Mission Academy cares about the success and individual needs of every student. Many Mission Academy policies and procedures have only been briefly addressed in this handbook. Mission Academy encourages every parent and student to reach out to your student's teacher or principal as your first resource for any questions or concerns you may have. Once again, thank you for choosing Mission Academy!

APPENDIX A: PERSONALIZED LEARNING POLICY

Last Revised: April 22, 2025

MISSION ACADEMY

PERSONALIZED LEARNING POLICY

This Board Policy shall apply to all pupils participating in Personalized Learning at Mission Academy (“Charter School”).

1.0 POLICY ON ADMISSIONS AND ENROLLMENT

- 1.1 The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations.
- 1.2 The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).
- 1.3 The Charter School is a public school of choice, which shall enroll all students who wish to attend subject only to capacity. No student shall be required to attend the Charter School. If the Charter School receives a greater number of applications than there are spaces for students, it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B).
- 1.4 The Charter School shall not discourage a pupil from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in clause (iii) of subparagraph (B) of paragraph (2) [pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation]. [Ref. Education Code Section 47605(e)(4)(A)]
- 1.5 The Charter School shall not request a pupil’s records or require a parent, guardian, or pupil to submit the pupil’s records to the Charter School before enrollment. [Ref. Education Code Section 47605(e)(4)(B)]

- 1.6 The Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in clause (iii) of subparagraph (B) of paragraph (2) [pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation]. This subparagraph shall not apply to actions taken by the Charter School pursuant to the procedures described in subparagraph (J) of paragraph (5) of subdivision (b) [pupil suspension and expulsion procedures]. [Ref. Education Code Section 47605(e)(4)(C)]
- 1.7 The Charter School shall post and maintain on its internet website a notice developed by the California Department of Education of the requirements of Education Code Section 47605(e). The Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years of age or older, a copy of this notice at all of the following times: (i) when a parent, guardian, or pupil inquires about enrollment; (ii) before conducting an enrollment lottery; and (iii) before disenrollment of a pupil. [Ref. Education Code Section 47605(e)(4)(D)]
- 1.8 A person who suspects that the Charter School has violated Education Code Section 47605(e)(4) may file a complaint with the chartering authority. [Ref. Education Code Section 47605(e)(4)(E)]

2.0 POLICY ON INDEPENDENT STUDY

- 2.1 The Charter School shall offer independent study to meet the educational needs of pupils enrolled in the Charter School. Independent study is an alternative education designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate services and resources to enable pupils to complete their independent study successfully.
- 2.2 The Charter School shall comply with all applicable state and federal laws regarding independent study instruction, including Education Code Sections 51745 through 51749.3, and the provisions of the Charter Schools Act and the State Board of Education regulations adopted thereunder.
- 2.3 Each student's Personalized Learning (also referred to herein as "Independent Study") shall be coordinated, evaluated, and carried out under the general supervision of an assigned certificated employee or employees.
- 2.4 **Satisfactory Educational Progress**

Students shall make Satisfactory Educational Progress (SEP), as defined below in Section 2.6. SEP indicates a student's successful completion of coursework towards a High School Diploma, Certificate of Completion, or credit recovery. SEP will be evaluated based on each student's Personalized Learning Plan that was developed in consultation with students, parents, guardians, caregivers, teachers, and other relevant stakeholders.

2.5 Student Work Assignments

For pupils in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time a Personalized Learning assignment is made, and the date by which the pupil must complete the assigned work shall be twenty (20) school days; or as modified by an assigned credentialed teacher at the time the work is assigned to the pupil. When special or extenuating circumstances justify a longer time for individual pupils, the credentialed teacher may approve a period not to exceed eight (8) weeks.

2.6 Independent Study Evaluation

The School Administrator or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study when the following occur:

1. When any pupil fails to complete three (3) assignments during any period of twenty (20) school days.
2. When the student's educational progress falls below satisfactory levels as determined by the Charter School's Multi-Tiered, Multi-Domain System of Support (MTMDSS) Team procedure, which considers ALL of the following indicators in accordance with Education Code Section 51747(b)(2):
 - a. The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d), paragraphs (4) and (5).
 - b. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - c. Learning required concepts, as determined by the supervising teacher.
 - d. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation made pursuant to this section shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

2.7 Involuntary Removal Procedures

If it is determined Independent Study is not in the best interest of the student, no pupil shall be involuntarily removed by the Charter School for any reason, unless the parent or guardian of the pupil has been provided written notice of the intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate, before the effective date of the action, an involuntary removal hearing, which will follow the same procedures as a hearing for a disciplinary removal. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the involuntary removal hearing procedures, the pupil shall remain enrolled and shall not be removed until the Charter School issues a final decision. The involuntary removal hearing and decision shall follow the same procedures set forth in the school's discipline policy and procedures. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in the Charter School's discipline policy and procedures. A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.

2.8 Academic Content

The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the local educational agency for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.

2.9 Tiered Reengagement Strategies

The Charter School has established procedures for tiered reengagement strategies for the following students in accordance with Education Code Section 51747(d):

1. All students who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;
2. Students found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
3. Students who are in violation of the written agreement pursuant to Education Code Section 51747(g).

The procedures for tiered reengagement strategies include local programs intended to address chronic absenteeism, as applicable, with at least all of the following in accordance with Education Code Section 51747(d):

1. Verification of current contact information for each enrolled student.
 - a. During each regularly scheduled appointment, supervising teachers and support staff shall verify and update student contact information.
2. Notification to parents or guardians of lack of participation within one school day of the recording of a nonattendance day or lack of participation.
 - a. Parents, guardians, or caregivers will be contacted within one school day of the recording of a non-attendance day or lack of participation.
3. A plan for outreach from the Charter School to determine student needs, including connection with health and social services as necessary.
 - a. A reengagement letter will be sent via email or hard copy to parents, guardians or caregivers whose students are making unsatisfactory educational progress and for whom other forms of outreach have been unsuccessful.
 - b. A preventative meeting will be scheduled to offer resources, including connection with health and social services as needed.
4. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the student's achievement and well-being, consistent with the policies adopted pursuant to Education Code Section 51747(g)(4).
 - a. An Attendance Intervention Meeting (AIM) will be conducted after a student has missed three (3) assignments during any period

of 20 school days, and is determined to be making unsatisfactory educational progress. During the AIM meeting, an evaluation will be conducted to determine whether it is in the best interests of the student to remain in independent study, or whether the pupil should return to the regular school program. The meeting shall include a review of the pupil's written independent study agreement, and reconsideration of the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant Sections 2.4 through 2.6, above. If the student and parent/guardian/caregiver elect to stay enrolled, the team will develop an agreement to help support the student to make satisfactory educational progress, including additional resources and supports. At a minimum, all parties who signed the independent study agreement will be in attendance including, but not limited to, the student, parent/guardian/caregiver, the supervising teacher, and the student retention support staff.

- b. If the student continues to make unsatisfactory educational progress, then a Student Retention Meeting (SRM) will be scheduled to review the student's progress, remove any additional barriers, and serve as a last attempt to re-engage the student.
- c. If the student continues to make unsatisfactory educational progress, the student will be transitioned out of the program and referred back to their school district of residence. Students will receive written notice explaining their rights under Education Code Section 47605 and Section 2.7 above, which includes minimum notice prior to transition (5 days) and the right to a hearing before the effective date of the transition.

2.10 Instruction

In accordance with Education Code Section 51747(e) and the definitions provided in Education Code Section 51745.5, the Charter School's plan to provide opportunities for instruction for all pupils throughout the school year are as follows:

- Grades 6-8:
 - o **Daily live interaction** will be provided via tutoring with a classified or certificated staff member, on a daily basis. Tutoring is offered virtually.
 - o **Weekly synchronous instruction** will be provided by the student's teacher(s) of record virtually, or telephonically on a weekly basis.
- Grades 9-12:
 - o **Weekly synchronous instruction** will be provided by the student's teacher(s) of record virtually, or telephonically on a weekly basis.

2.11 Documentation Requirements

The Charter School shall document each pupil's participation in live interaction and synchronous instruction pursuant to Section 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A pupil who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. [Ref. Education Code Section 51747.5(c)]

The Charter School shall maintain written or computer-based evidence of pupil engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades. [Ref. Education Code Section 51747.5(d)]

2.12 Student Transition Plan

In accordance with Education Code Section 51747(f), the Charter School shall assist in the transition of pupils whose families wish to return to in-person instruction expeditiously, and, in no case, later than five instructional days. As the Charter School is a nonclassroom-based charter school, it does not provide students an in-person or traditional classroom-based instructional program option for transfer. As such, upon notification that a family wishes to return to in-person instruction, the Charter School shall assist the family by providing a list of local school options within their district of residence and a weblink to greatschools.org, and any other actions within the reasonable control of the Charter School that are necessary to assist in the student's transfer including, but not limited to, transfer of pupil records as required by state law, and follow-up procedures from the Charter School's student retention support team.

2.13 Independent Study Agreement

A current written agreement (also referred to as an "independent study agreement") for each Personalized Learning pupil shall be maintained on file for each participating student, including but not limited to, all of the following:

- The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent, guardian, or caregiver regarding a pupil's academic progress.
- The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
- The specific resources, including materials and personnel that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.

- A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.
- The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
- Each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.
- Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic

signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

- 2.14 The Area Superintendent, or designee may establish regulations to implement these policies in accordance with the law.
- 2.15 If a permanent change in the supervising teacher occurs, the new supervising teacher must sign and date a Independent Study Agreement addendum. By doing so, the teacher agrees to all the terms previously set forth in that Independent Study Agreement.
- 2.16 If a student is designated as needing special education services after enrollment, a Special Education Specialist must sign and date an Independent Study Agreement addendum.

APPENDIX B: DIABETES INFORMATION

TYPE 1 DIABETES INFORMATION

Pursuant to California Education Code Section 49452.6, this type 1 diabetes information is for local educational agencies to provide to parents and guardians of incoming students.

Type 1 diabetes in children is an autoimmune disease that can be fatal if untreated, and the guidance provided in this information sheet is intended to raise awareness about this disease.

Description

Type 1 diabetes usually develops in children and young adults but can occur at any age

- According to the U.S. Centers for Disease Control and Prevention (CDC), cases of type 1 diabetes in youth increased nationally from 187,000 in 2018 to 244,000 in 2019, representing an increase of 25 per 10,000 youths to 35 per 10,000 youths, respectively.
- The peak age of diagnosis of type 1 diabetes is 13-14 years, but diagnosis can also occur much earlier or later in life.

Type 1 diabetes affects insulin production

- As a normal function, the body turns the carbohydrates in food into glucose (blood sugar), the basic fuel for the body's cells.
- The pancreas makes insulin, a hormone that moves glucose from the blood into the cells.
- In type 1 diabetes, the body's pancreas stops making insulin, and blood glucose levels rise.
- Over time, glucose can reach dangerously high levels in the blood, which is called hyperglycemia.
- Untreated hyperglycemia can result in diabetic ketoacidosis (DKA), which is a life-threatening complication of diabetes.

Risk Factors Associated with Type 1 Diabetes

It is recommended that students displaying warning signs associated with type 1 diabetes, which are described below, should be screened (tested) for the disease by their health care provider.

Risk Factors

Researchers do not completely understand why some people develop type 1 diabetes and others do not; however, having a family history of type 1 diabetes can increase the likelihood of developing type 1 diabetes. Other factors may play a role in developing type 1 diabetes, including environmental triggers such as viruses. Type 1 diabetes is not caused by diet or lifestyle choices.

Warning Signs and Symptoms Associated with Type 1 Diabetes and Diabetic Ketoacidosis

Warning signs and symptoms of type 1 diabetes in children develop quickly, in a few weeks or months, and can be severe. If your child displays the warning signs below, contact your child's primary health care provider or pediatrician for a consultation to determine if screening your child for type 1 diabetes is appropriate:

- Increased thirst
- Increased urination, including bed-wetting after toilet training
- Increased hunger, even after eating

- Unexplained weight loss
- Feeling very tired
- Blurred vision
- Very dry skin
- Slow healing of sores or cuts
- Moodiness, restlessness, irritability, or behavior changes

DKA is a complication of untreated type 1 diabetes. DKA is a medical emergency. Symptoms include:

- Fruity breath
- Dry/flushed skin
- Nausea
- Vomiting
- Stomach pains
- Trouble breathing
- Confusion

Types of Diabetes Screening Tests That Are Available

- **Glycated hemoglobin (A1C) test.** A blood test measures the average blood sugar level over two to three months. An A1C level of 6.5 percent or higher on two separate tests indicates diabetes.
- **Random (non-fasting) blood sugar test.** A blood sample is taken any time without fasting. A random blood sugar level of 200 milligrams per deciliter (mg/dL) or higher suggests diabetes.
- **Fasting blood sugar test.** A blood sample is taken after an overnight fast. A level of 126 mg/dL or higher on two separate tests indicates diabetes.
- **Oral glucose tolerance test.** A test measuring the fasting blood sugar level after an overnight fast with periodic testing for the next several hours after drinking a sugary liquid. A reading of more than 200 mg/dL after two hours indicates diabetes.

Type 1 Diabetes Treatments

There are no known ways to prevent type 1 diabetes. Once type 1 diabetes develops, medication is the only treatment. If your child is diagnosed with type 1 diabetes, their health care provider will be able to help develop a treatment plan. Your child's health care provider may refer your child to an endocrinologist, a doctor specializing in the endocrine system and its disorders, such as diabetes.

Contact your student's school nurse, school administrator, or health care provider if you have questions.

References

[Centers for Disease Control and Prevention](#)

[KidsHealth](#)

[Mayo Clinic](#)

[National Library of Medicine and National Institutes of Health's MedLine](#)

TYPE 2 DIABETES INFORMATION

Pursuant to California *Education Code* Section 49452.7, this type 2 diabetes information is for local educational agencies to provide to parents and guardians of incoming students.

The California Department of Education developed this type 2 diabetes information in collaboration with the California Department of Public Health, American Diabetes Association, California School Nurses Organization, and Children's Hospital of Orange County. Also see [available translations](#) of this information.

Description

Type 2 diabetes is the most common form of diabetes in adults.

- Until a few years ago, type 2 diabetes was rare in children, but it is becoming more common, especially for overweight teens.
- According to the U.S. Centers for Disease Control and Prevention (CDC), one in three American children born after 2000 will develop type 2 diabetes in his or her lifetime.

Type 2 diabetes affects the way the body is able to use sugar (glucose) for energy.

- The body turns the carbohydrates in food into glucose, the basic fuel for the body's cells.
- The pancreas makes insulin, a hormone that moves glucose from the blood to the cells.
- In type 2 diabetes, the body's cells resist the effects of insulin, and blood glucose levels rise.
- Over time, glucose reaches dangerously high levels in the blood, which is called hyperglycemia.
- Hyperglycemia can lead to health problems like heart disease, blindness, and kidney failure.

Risk Factors Associated with Type 2 Diabetes

It is recommended that students displaying or possibly experiencing the risk factors and warning signs associated with type 2 diabetes be screened (tested) for the disease.

Risk Factors

Researchers do not completely understand why some people develop type 2 diabetes and others do not; however, the following risk factors are associated with an increased risk of type 2 diabetes in children:

- **Being overweight.** The single greatest risk factor for type 2 diabetes in children is excess weight. In the U.S., almost one out of every five children is overweight. The chances are more than double that an overweight child will develop diabetes.
- **Family history of diabetes.** Many affected children and youth have at least one parent with diabetes or have a significant family history of the disease.
- **Inactivity.** Being inactive further reduces the body's ability to respond to insulin.
- **Specific racial/ethnic groups.** Native Americans, African Americans, Hispanics/Latinos, or Asian/Pacific Islanders are more prone than other ethnic groups to develop type 2 diabetes.

- **Puberty.** Young people in puberty are more likely to develop type 2 diabetes than younger children, probably because of normal rises in hormone levels that can cause insulin resistance during this stage of rapid growth and physical development.

Warning Signs and Symptoms Associated with Type 2 Diabetes

Warning signs and symptoms of type 2 diabetes in children develop slowly, and initially there may be no symptoms. However, not everyone with insulin resistance or type 2 diabetes develops these warning signs, and not everyone who has these symptoms necessarily has type 2 diabetes.

- Increased hunger, even after eating
- Unexplained weight loss
- Increased thirst, dry mouth, and frequent urination
- Feeling very tired
- Blurred vision
- Slow healing of sores or cuts
- Dark velvety or ridged patches of skin, especially on the back of the neck or under the arms
- Irregular periods, no periods, and/or excess facial and body hair growth in girls
- High blood pressure or abnormal blood fats levels

Type 2 Diabetes Prevention Methods and Treatments

Healthy lifestyle choices can help prevent and treat type 2 diabetes. Even with a family history of diabetes, eating healthy foods in the correct amounts and exercising regularly can help children achieve or maintain a normal weight and normal blood glucose levels.

- **Eat healthy foods.** Make wise food choices. Eat foods low in fat and calories.
- **Get more physical activity.** Increase physical activity to at least 60 minutes every day.
- **Take medication.** If diet and exercise are not enough to control the disease, it may be necessary to treat type 2 diabetes with medication.

The first step in treating type 2 diabetes is to visit a doctor. A doctor can determine if a child is overweight based on the child's age, weight, and height. A doctor can also request tests of a child's blood glucose to see if the child has diabetes or pre-diabetes (a condition which may lead to type 2 diabetes).

Types of Diabetes Screening Tests That Are Available

- **Glycated hemoglobin (A1C) test.** A blood test measures the average blood sugar level over two to three months. An A1C level of 6.5 percent or higher on two separate tests indicates diabetes.
- **Random (non-fasting) blood sugar test.** A blood sample is taken at a random time. A random blood sugar level of 200 milligrams per deciliter (mg/dL) or higher suggests diabetes. This test must be confirmed with a fasting blood glucose test.
- **Fasting blood sugar test.** A blood sample is taken after an overnight fast. A fasting blood sugar level less than 100 mg/dL is normal. A level of 100 to 125 mg/dL is considered pre-diabetes. A level of 126 mg/dL or higher on two separate tests indicates diabetes.
- **Oral glucose tolerance test.** A test measuring the fasting blood sugar level after an overnight fast with periodic testing for the next several hours after drinking a sugary liquid. A reading of more than 200 mg/dL after two hours indicates diabetes.

Type 2 diabetes in children is a preventable/treatable disease and the guidance provided in this information sheet is intended to raise awareness about this disease. Contact your student's school nurse, school administrator, or health care provider if you have questions.

References

[American Diabetes Association Clinical Journal](#) 

[Helping Children with Diabetes Succeed: A Guide for School Personnel](#) 

[KidsHealth](#) 

[Mayo Clinic](#) 

[National Library of Medicine and National Institutes of Health's MedLine](#) 

[Centers for Disease Control and Prevention](#) 

APPENDIX C: CALIFORNIA LAW REGARDING SAFE STORAGE OF FIREARMS

The purpose of this notice as required by AB 452 and SB 906 is to inform and to remind parents and legal guardians of all DVE 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 notice spells out California law regarding the storage of firearms. Please take some time to review this memorandum 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.¹
 - **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.²
- 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.³
- 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.⁴

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.

¹ See California Penal Code sections 25100 through 25125 and 25200 through 25220.

² See California Penal Code section 25100(c).

³ See California Civil Code Section 29805.

⁴ See California Civil Code Section 1714.3.

APPENDIX D: SUSPENSION AND EXPULSION POLICY AND PROCEDURE

Last Revised: April 22, 2025

MISSION ACADEMY

SUSPENSION AND EXPULSION POLICY AND PROCEDURE

Trauma-Sensitive and Restorative Practices Policy; Other Means of Correction

The Charter School is dedicated to being a student-centered organization and accordingly recognizes a standardized, effective behavior management system is key to ensuring students feel supported and have the opportunity to be successful in school. The Charter School has embraced a trauma-sensitive approach when considering student behavioral issues by examining what happened in a particular incident rather than faulting the student's character. To support this perspective, the Charter School practices setting clear parameters around expectations for both students and educators thereby limiting or reducing unwanted behaviors while also using restorative practices to maintain the relationships of respect when an incident does occur. Recognizing that a high percentage of our Charter School's students have experienced adverse childhood experiences, these systems help us create a safe learning environment in which students feel valued, respected, and are able to work at their own pace to get back on track in their academic and personal lives.

The Charter School also implements other means of correction in its discipline policy per Education Code Section 48900.5. As such, suspension shall be imposed only when other means of correction fail to bring about proper conduct. The Charter School may document the other means of correction used and place that documentation in the student's record. However, a student, including an individual with exceptional needs as defined in Education Code Section 56026, may be suspended, subject to Section 1415 of Title 20 of the United States Code, for any of the reasons enumerated in this Policy upon a first offense if the administrator or designee determines that the student violated subdivision (a), (b), (c), (d), or (e) of Education Code Section 48900 or that the student's presence causes a danger to persons. Other means of correction include, but are not limited to, those listed in Education Code Section 48900.5(b).

Suspension and Expulsion Policy

This Suspension and Expulsion Policy ("Policy") has been established in order to promote learning and protect the safety and well being of all students at the Charter School. In creating this Policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the noncharter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular

classroom instruction. This Policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

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

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. For new students, this requirement can be fulfilled by providing parents and students with the approved Parent Student Handbook for Charter School at the time of enrollment. For continuing students, they will be provided with a copy of the Charter School's rules related to discipline, suspension and expulsion at the beginning of the school year.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

The Charter School will adhere to state laws prohibiting the use of seclusion and behavioral restraint techniques, except as allowed by law, in accordance with Education Code sections 49005, *et seq.*

If it is determined Independent Study is not in the best interest of the student, no student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster student's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster

child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the involuntary removal hearing procedures specified below for suspensions, before the effective date of the action. If the student's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the involuntary removal hearing procedures specified below for suspensions, 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 pursuant to the procedures described below.

A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: 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.
- m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which 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 section, “hazing” does not include athletic events or school-sanctioned events.

- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, directed specifically toward a pupil or school personnel.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a

- person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, 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:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic,

educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
 - w) A pupil who voluntarily discloses their use of a tobacco product, controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure. (Education Code section 48901.1(b).)
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
 - a) 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 designee..
 3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.

- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: 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.
- m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which 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 section, “hazing” does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by

a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
 - s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
 - t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
 - u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

- iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, 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:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
- a) 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 designee.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedures

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or Designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or Designee.

The conference may be omitted if the Superintendent, Principal or Designee determines that

an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay. A foster child’s educational rights holder, attorney, and county social worker and an Indian child’s tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice and other documents and related information.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or Designee, the pupil and the pupil’s parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil’s parents, unless the pupil and the pupil’s parents fail to attend the conference.

This determination will be made by the Principal or Designee upon either of the following: 1) the pupil’s presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil’s suspension will be extended pending the results of an expulsion hearing.

4. Homework

Upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two or more school days, the homework that the pupil would otherwise have been assigned.

If a homework assignment that is requested pursuant to the above, and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or Designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing.

If the student is a foster child, as defined in Education Code Section 48853.5, the written notice shall be forwarded to the student's educational rights holder, attorney, and county social worker at least ten (10) calendar days before the date of the hearing.

If the student is a homeless child or youth, as defined in Section 11434a(2) of Title 42 of the United States Code, the written notice shall be forwarded to the Charter School Liaison for homeless children and youth designated pursuant to Section 11432(g)(1)(J)(ii) of Title 42 of the United States Code at least ten (10) calendar days before the date of the hearing.

If the student is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall be forwarded to the student's tribal social worker and, if applicable, county social worker at least ten (10) calendar days before the date of the hearing.

Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which

he or she may leave the hearing room.

4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The final decision by the Board of Directors shall be made within ten (10) school days following the conclusion of the hearing. However, if the Board does not meet on a weekly basis, its decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Principal or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student or parent/guardian. A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive an expulsion notice and other documents and related information. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Principal or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board of Directors' decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

N. Readmission Procedures

The following procedures shall be followed when a student enrolls or attempts to enroll at the Charter School, and the student is under a current expulsion order, has completed a term of expulsion with another school/school district, or has completed a term of expulsion from the Charter School.

Consistent with the procedures below, the Principal or designee will review the expulsion documents, meet with the student and parent or guardian, and make recommendation to the Area Superintendent regarding whether the pupil has met the conditions of the rehabilitation plan and/or whether the pupil poses a danger to Charter School safety. The Principal or designee shall make a recommendation to the Area Superintendent for admission/readmission as follows:

Obtaining Expulsion Records

If the student was expelled from the Charter School, it will have the expulsion order on file. If the student has been expelled from another charter school or school district, records cannot be requested until the student has been enrolled. Per Education Code section 47605(e)(4)(B), a “charter school shall not request a pupil’s records or require a parent, guardian, or pupil to submit the pupil’s records to the charter school before enrollment.”

If the parent or student voluntarily provides (without request) the expulsion paperwork, the Principal or designee should begin the readmission procedures.

If the parent or student does not voluntarily provide the documentation, but otherwise notifies the Charter School of an expulsion, then the Principal or designee should explain that after the student is enrolled and the Charter School obtains the records, the Principal or designee will meet again with the family to review the expulsion paperwork to discuss whether the Principal or designee recommends the student remains enrolled. Attendance will not begin unless the readmission process has been completed.

In some cases, the Principal or designee may become aware of an expulsion after a student begins attending because the parent/student did not disclose the expulsion and the records from the previous school are not timely provided. In such cases, the Principal or designee will contact the Area Superintendent to discuss whether it is appropriate or possible to deny enrollment and, if so, follow the readmission procedure. The Charter School will follow involuntary removal procedures.

Within five (5) school days of receiving a copy of the current expulsion order or recently completed term of expulsion, the Principal or designee will follow the procedures below.

Current Expulsion Order from Another School or School District

If the student is under a current expulsion order (term of expulsion has not expired), the Principal or designee shall recommend to the Area Superintendent to deny enrollment if:

- a. the offense for which the student was expelled falls within one of the mandatory offense categories under Education Code 48915(a) or (c). A student expelled for one of these offenses should seek enrollment in a county community school, juvenile court school, or community day school.
- b. the offense for which the student was expelled does not fall under Education Code 48915(a) or (c), but the student poses a potential danger to either the other students or employees of the Charter School.

If the answer to both (a) and (b) is no, the Principal or designee shall recommend to the Area Superintendent to grant enrollment. Nothing in this provision prevents the Principal or designee from developing a behavior plan or agreement for an enrolled student.

Recently Completed Term of Expulsion from Charter School or Another School or School District

If the expulsion from the Charter School or another school/school district has ended within the current semester and the student is attempting to enroll (re-enroll), the Principal or designee shall recommend to the Area Superintendent to deny enrollment if:

- a. the student failed to satisfy the terms of the rehabilitation plan; and/or
- b. the student poses a potential danger to either the other students or employees of the Charter School.

If the student poses a potential danger to either the other students or employees of the Charter School, the Principal or designee shall recommend denying enrollment.

If the student failed to complete the terms of the rehabilitation plan but does not pose a danger to either the other students or employees of the Charter School, the Principal may recommend either granting or denying enrollment.

If the student has satisfied the conditions of rehabilitation plan and does not pose a danger to Charter School safety, the Principal or designee shall recommend admission/readmission.

Area Superintendent Review

The Area Superintendent or a designee if the Area Superintendent is not available, shall consider the Principal or designee's recommendation and make a decision regarding enrollment within five (5) school days of receiving the recommendation. The Area Superintendent may but is not required to meet with the student and parents or guardian to make the final determination.

If the Area Superintendent grants enrollment, the student shall immediately be considered enrolled and may begin attending. The Principal or designee may but is not required to develop a behavior plan for the student.

If the Area Superintendent denies enrollment, the student may not enroll at the Charter School. The Area Superintendent's decision is final. The student must seek enrollment at another school or a school within their school district of residence.

O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

2. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the

Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

If the individual with exceptional needs is a foster child, as defined in Education Code Section 48853.5, and the Charter School has proposed a change of placement, the educational rights holder, attorney, and county social worker for the individual with exceptional needs shall be invited to participate in the IEP Team meeting that makes a manifestation determination pursuant to Section 1415(k) of Title 20 of the United States Code.

If the individual with exceptional needs is a homeless child or youth, as defined in Section 11434a(2) of Title 42 of the United States Code, and the Charter School has proposed a change of placement due to an act for which a decision to recommend expulsion is at the discretion of the Charter School administration, the School Liaison for homeless children and youth designated pursuant to Section 11432(g)(1)(J)(ii) of Title 42 of the United States Code shall

be invited to participate in the IEP Team meeting that makes a manifestation determination pursuant to Section 1415(k) of Title 20 of the United States Code.

If the individual with exceptional needs is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, and the Charter School has proposed a change of placement, the tribal social worker and, if applicable, county social worker for the individual with exceptional needs shall be invited to participate in the IEP Team meeting that makes a manifestation determination pursuant to Section 1415(k) of Title 20 of the United States Code.

3. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

4. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;

- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

APPENDIX E: TITLE IX POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX

Last Revised: April 22, 2025

MISSION ACADEMY

TITLE IX POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX

This Title IX Policy Prohibiting Discrimination on the Basis of Sex (“Policy”) contains the policies and grievance procedures of Mission Academy (“Charter School”) to address sex discrimination, including but not limited to sexual harassment, occurring within the Charter School’s education program or activity.

The Charter School does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.⁵

This Policy applies to conduct occurring in the Charter School’s education programs or activities including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom the Charter School does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as “Title IX”) may be referred to the Charter School Title IX Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by the Charter School.

Prohibited Sexual Harassment

Under Title IX, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the Charter School conditioning the provision of an aid, benefit, or service of the Charter School on an individual’s participation in unwelcome sexual conduct;

⁵ The Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Charter School’s education program or activity; or
- “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Under California Education Code section 212.5, 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: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual’s employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) 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 (d) 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 Charter School.

Examples of conduct that may fall within the Title IX or the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults.
 - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another’s body, poking another’s body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
 - Sexually oriented or sex-based gestures, notices, epithets, slurs, 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 or employee to unwelcome sexual attention or conduct or intentionally making the student’s or employee’s performance more difficult because of the student’s or the employee’s sex.
 - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.

- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
 - o 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 work or educational environment.
 - o Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - o Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

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

Party means a complainant or respondent.

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

Supportive Measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a party before or after the filing of a formal complaint of sexual harassment or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Charter School's educational environment, or deter sexual harassment.

Title IX Coordinator

The Governing Board of the Charter School ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Lindsay Reese, Area Superintendent
12520 Van Nuys Blvd. Suite 101

Pacoima, CA 91340
(844) 788-3965
UCPofficer@missionacademyhs.org

The Coordinator is responsible for coordinating the Charter School's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination, formal complaints of sexual harassment, and inquiries about the application of Title IX to the Charter School, coordinating the effective implementation of supportive measures, and taking other actions as required by this Policy. The Coordinator or designee may serve as the investigator for formal complaints of sexual harassment.

Reporting Sex Discrimination

All employees must promptly notify the Coordinator when the employee has knowledge of or notice of allegations of sex discrimination or sexual harassment occurring within the Charter School's education program or activity.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Principal, 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.

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. The Charter School will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy

The Charter School acknowledges and respects every individual's right to privacy. All reports and complaints 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 but is not limited to keeping the identity of the reporter and other personally identifiable information 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.

Retaliation

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.

Response to Sexual Harassment

The Charter School will respond promptly and in a manner that is not deliberately indifferent when it has actual knowledge, as defined in 34 C.F.R. § 106.30(a), of sexual harassment occurring in its education program or activity against a person in the United States.

The Charter School's response will treat complainants and respondents equitably by offering supportive measures to a complainant, and by following the grievance procedures for formal complaints of sexual harassment that are listed below before imposing any disciplinary sanctions or other actions that are not supportive measures on a respondent for sexual harassment under Title IX.

Supportive Measures

Once notified of sexual harassment or allegations of sexual harassment occurring in the Charter School's education program or activity against a person in the United States, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures, 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, and explain to the complainant the process for filing a formal complaint of sexual harassment.

Supportive measures may include but are not limited to: counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; mutual restrictions on contact between the parties; changes in work or on-campus housing locations; leaves of absence; increased security and monitoring of certain areas of the campus; and other similar measures.

Supportive measures will not unreasonably burden either party or be imposed for punitive or disciplinary reasons. The 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 Charter School's ability to provide the supportive measures. The Coordinator is responsible for coordinating the effective implementation of supportive measures.

Grievance Procedures

Scope and General Requirements

The Charter School has adopted and published grievance procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited under Title IX and a grievance process that complies with 34 C.F.R. § 106.45 for formal complaints of sexual harassment.

Complaints of misconduct prohibited by this Policy that do not constitute a formal complaint of sexual harassment will be addressed in accordance with the Charter School's Uniform Complaint Procedures, its employment discrimination complaint procedures, or the grievance procedures set forth in its Harassment, Intimidation, Discrimination, and Bullying Policy, as applicable. The following grievance procedures will apply to formal complaints of sexual harassment.

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

The Charter School requires that any Title IX Coordinator, investigator, decisionmaker, and any person designated by the Charter School to facilitate an informal resolution process not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

The Charter School will treat complainants and respondents equitably. The Charter School presumes that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of its grievance procedures.

The Charter School may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

The Charter School allows for the temporary delay of the grievance process or limited extension of timeframes on a case-by-case basis for good cause. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If the grievance process is temporarily delayed or a timeframe is temporarily extended by the Charter School, the Coordinator or designee will notify the parties of the reason for the delay or extension in writing.

The Charter School will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence.⁶ Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

Dismissal

The Charter School must dismiss a formal complaint of sexual harassment for purposes of sexual harassment under Title IX if the conduct alleged:

- Would not constitute sexual harassment under Title IX even if proved;
- Did not occur in the Charter School's education program or activity; or
- Did not occur against a person in the United States.

The Charter School may dismiss a formal complaint of sexual harassment or any of the allegations therein if:

- The respondent is no longer enrolled or employed by the Charter School;
- A complainant notifies the Coordinator in writing that the complainant would like to withdraw the complaint or any allegations therein; or
- Specific circumstances prevent the Charter School from gathering sufficient evidence to reach a determination as to the complaint or allegations therein.

⁶ Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

Upon dismissal, the Coordinator or designee will promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties. Dismissal under Title IX does not preclude action under another applicable Charter School policy.

Notice of the Allegations

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will provide written notice of the allegations to the parties whose identities are known. The notice will include:

- The Charter School's grievance procedures and any informal resolution process;
- The allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details includes the identities of the parties involved in the incident(s), if known, the conduct allegedly constituting sexual harassment under Title IX, and the date(s) and location(s) of the alleged incident(s), if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility is made at the conclusion of the grievance process;
- A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
- A statement that the Charter School prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

Emergency Removal

The Charter School may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with the Charter School's policies.

The Charter School may remove a respondent from the Charter School's education program or activity on an emergency basis, in accordance with the Charter School's policies, provided that the Charter School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any person 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 must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Informal Resolution

At any time after a formal complaint of sexual harassment is filed and prior to determining whether sexual harassment occurred under the Charter School's Title IX grievance procedures, the Charter School may offer an informal resolution process to the parties. The Charter School will not offer or facilitate informal resolution to resolve allegations that an employee sexually harassed a student, or when such a process would conflict with Federal, State, or local law. Parties will not be required or pressured to agree to participate in the informal resolution process.

Before initiation of the informal resolution process, the Charter School will obtain the parties' voluntary, written consent to participate in the informal resolution and provide the parties with a written notice that explains:

- The allegations;
- The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint of sexual harassment arising from the same allegations;
- The right to withdraw and initiate or resume the grievance procedures at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Investigation

In most cases, a thorough investigation will take no more than thirty (30) business days. The Charter School has the burden to conduct an investigation that gathers sufficient evidence to determine whether sexual harassment occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed, considered, or disclosed), regardless of whether they are relevant:

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the Charter School obtains that party's voluntary, written consent to do so for these grievance procedures; and
- Evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

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 from gathering and presenting 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.

Before the investigator completes the investigative report, the 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 to consider prior to completing 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.

Determination of Responsibility

Before making a determination of responsibility, the decisionmaker must afford each party the opportunity to submit written, relevant questions that a party wants to ask of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decisionmaker must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days after the Charter School sends the investigation report to the parties, the decisionmaker, who will not be the same person as the Coordinator or investigator, will simultaneously send the parties a written determination of whether sexual harassment occurred. The written determination will include:

- The allegations of sexual harassment;
- A description of the 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 regarding the application of the Charter School's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any recommended disciplinary sanctions for 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 bases for appeals.

The determination regarding responsibility becomes final either on the date that the Charter School provides the parties with the written appeal decision, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Appeals

Either party may, within five (5) business days of their receipt of the Charter School's written determination of responsibility or dismissal of a formal complaint of sexual harassment, submit a written appeal to the Superintendent of Schools, Shellie Hanes (shanes@learn4life.org), who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal.

The complainant and respondent may only appeal from a determination regarding responsibility or the Charter School's dismissal of a formal complaint of sexual harassment or any allegations therein, on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
- The Coordinator, investigator(s), or decisionmaker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The decisionmaker for the appeal will not be the same person as the Coordinator, the investigator or the initial decisionmaker.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of notice of the appeal; and 4) within fifteen (15) business days of the appeal, provide a written decision simultaneously to the parties describing the result of the appeal and the rationale for the result.

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 the Charter School or termination of employment. If there is a determination that sexual harassment occurred, the Coordinator is responsible for effective implementation of any remedies ordered by the Charter School.

Training

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 Title IX Coordinators, investigators, decisionmakers, and any person who facilitates a Title IX informal resolution process will receive Title IX training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

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

- 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;
- Records of any appeal of a formal complaint or sexual harassment and the results of that appeal;
- Records of any informal resolution of a formal complaint or sexual harassment and the results of that informal resolution;
- All materials used to train Title IX Coordinators, investigators, decisionmakers, and any person who facilitates an informal resolution process; and
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

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 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 or expulsion from the Charter School.

Signature of Complainant

Date: _____

Print Name

To be completed by the Charter School:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

APPENDIX F: HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Last Revised: April 22, 2025

HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, 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, Mission Academy ("Charter School") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.

As used in this policy, discrimination, 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 (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age, or any combination of those characteristics, or association with a person or group with one or more of these actual or perceived characteristics, or any combination of those 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. Charter School staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom the Charter School does business, and all acts of the Charter School's Governing Board ("Board") in enacting policies and procedures that govern the Charter School.⁷

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.

⁷ This policy becomes effective on August 1, 2024. Conduct occurring before August 1, 2024 will be addressed in accordance with the former version of this policy, which was entitled "Title IX, Harassment, Intimidation, Discrimination and Bullying Policy."

Definitions

Harassment means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

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

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 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 student⁸ or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
3. Causing a reasonable student to experience a substantial interference with the student's academic performance.
4. Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video 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 or transmission originated on or off the schoolsite, 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 Web site including, but not limited to:

⁸ "Reasonable student" is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.

- Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of “bullying,” above.
 - Creating a credible impersonation of another actual student 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 student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - 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 student or a profile using the likeness or attributes of an actual student other than the student 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 student to another student 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.

Bullying and Cyberbullying Prevention Procedures

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

Cyberbullying Prevention Procedures

The 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 parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- To consider how it would feel receiving such comments before making comments about others online.

The Charter School informs its employees, students, and parents/guardians of the Charter School's policies regarding the use of technology in and out of the classroom. The Charter School encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

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. The Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at the Charter School and encourages students to practice compassion and respect each other.

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

The 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.

The Charter School informs employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

Professional Development

The 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.

The 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

The Charter School also informs certificated employees about the groups of students determined by the Charter School and available research to be at elevated risk for bullying and provides its

certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

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

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

Complaint Procedures

Scope of the Complaint Procedures

The 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 they have 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 based on a protected characteristic, 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’s 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 Charter School will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable.

The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of the Charter School’s Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of the Charter School’s Title IX Policy and UCP is available on the school website.

Submitting a Report or Complaint

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 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.

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Principal (or the Area Superintendent if the complaint is against the Principal) as soon as possible after the incidents giving rise to the report or complaint.

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, and the Charter School will investigate and respond to all oral and written reports of misconduct prohibited by this Policy, the reporting party is encouraged to submit a written report. 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 and other verbal or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Principal, 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 and complaints 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 and/or complainant confidential, as appropriate, except to the extent necessary to comply with applicable law, carry out the investigation and/or to resolve the issue, as determined by the Charter School 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.

Investigation and Response

Upon receipt of a report or complaint of misconduct prohibited by this Policy, the Principal or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days.

At the conclusion of the investigation, the Principal or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the Principal or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Principal, the Area Superintendent or designee will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

Consequences

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from the Charter School or termination of employment.

Right of Appeal

Should a complainant find the Charter School's resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of the Charter School's decision or resolution, submit a written appeal to the Superintendent of Schools, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.

MISSION ACADEMY

HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING
COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

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 and conduct; what, if any, physical contact was involved; any verbal statements 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.

Signature of Complainant

Date: _____

Print Name

To be completed by the Charter School:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

APPENDIX G: SCHOOL VOLUNTEER POLICY

Revised: June 25, 2019

MISSION ACADEMY

SCHOOL VOLUNTEER, VISITATION AND REMOVAL POLICY

While the Charter School encourages parents/guardians and interested members of the community to visit the Charter School and view the educational program, the Charter School also endeavors to create a safe environment for students and staff. Additionally, school volunteers can be extremely helpful to our teachers and valuable to our students. We thank all parents and community members for their willingness to volunteer in this manner.

Nevertheless, to ensure the safety of students and staff as well as to minimize interruption of the instructional program, the Charter School has established the following procedures, to facilitate volunteering and visitations:

Volunteering

Parents, guardians, or community members who are interested in volunteering must adhere to the following guidelines:

1. Prior to volunteering, all volunteers are required to review the Volunteer Handbook and submit a signed Volunteer Program Handbook Acknowledgment Form agreeing to abide by the provisions of the Handbook at all times during volunteer service.
2. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be (1) fingerprinted, and (2) receive background clearance prior to volunteering without the direct supervision of a credentialed employee.
3. A volunteer who will have frequent or prolonged contact with students shall have on file with the Charter School a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined, and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required.
4. Volunteering must be arranged with the Charter School Principal or designee at least forty-eight (48) hours in advance.
5. Volunteer hours may be limited to a monthly maximum number of hours at the discretion of the Principal or designee.
6. Prior to volunteering, the volunteer should communicate with the Principal and/or teacher to discuss the expectations for volunteering needs. Parent/guardian volunteers are there to benefit all students and are not in class solely for the benefit of their own child. Volunteers must follow the instructions provided by the Charter School staff. School rules

also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aid the volunteer may leave their volunteer position for that day.

7. Information gained by volunteers regarding students (e.g., academic performance or behavior) is to be maintained in strict confidentiality.
8. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy.
9. This Policy does not authorize the Charter School to permit a parent/guardian to volunteer or visit the office if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

Penalties for violating this Policy shall be handled in accordance with board policy and applicable state law.

APPENDIX H: THE DANGERS OF FENTANYL AND OTHER SYNTHETIC DRUGS

There are many dangers associated with using synthetic drugs that are not prescribed by a physician, such as fentanyl. Dangerous synthetic drugs can also be found in counterfeit pills. Often, teens think they are purchasing Adderall, OxyContin, Percocet, or Xanax pills, but drug dealers are making fake pills with the cheaper, stronger, and deadlier synthetic drug fentanyl. Fentanyl can be up to 50 times more potent than heroin and 100 times more potent than morphine.⁹

What Is an Opioid?

- Opioids are a class of drug used to treat pain. Some examples of opioids are fentanyl, morphine, oxycodone, hydrocodone, and codeine.
- Opioids are very effective for certain conditions while under the supervision of medical doctor, but they also carry high addiction potential and sometimes result in overdose.

What is Fentanyl and Why is It Dangerous?

- Criminal drug networks are exploiting social media and smartphones to sell deadly fake fentanyl and methamphetamine pills, using platforms like Facebook, Instagram, Snapchat, TikTok, Twitter, and YouTube to advertise drugs using code words and emojis to evade detection. Transactions are often moved to encrypted apps like WhatsApp, Signal, and Telegram, with payments made through apps like Venmo, Zelle, Cash App, and Remitly.
- Opioids can be used illegally. In addition to prescription opioids (mentioned above), there are also illicit “street opioids” that can place people at high risk for overdose. Examples of these types of “street opioids” are heroin and illicitly manufactured fentanyl compounds.
- Illegal fentanyl is many times stronger than morphine and is implicated in a large percentage of opioid related deaths worldwide, especially when combined with other opioids, alcohol, or sedative medications such as alprazolam (Xanax), lorazepam (Ativan) and clonazepam (Klonopin).
- Opioids cause death by suppressing respiratory function (breathing).
- Often illicit fentanyl is disguised and made to look like other prescription drugs that people obtain illegally.
- When a person does not know what they are taking, or they have a low tolerance for opioids, they can stop breathing.
- Even small amounts for “street fentanyl” can be fatal and people who buy pills or other powdered drugs illicitly place themselves at high risk of overdose.

How to Get Help

- If a person encounters someone that is suspected of overdose, immediately call 911.
- If someone you know uses opioids, carrying naloxone can be a life saving measure.
- The Charter School maintains a policy on naloxone administration in its School Safety Plan. Contact your school principal for more information.

Additional Resources and Updates

⁹ <https://www.cde.ca.gov/nr/el/le/yr22ltr1027.asp>

- California Department of Education: [Combatting Fentanyl with Actions and Resources.](#)
- Visit the [California Opioid Response Webpage.](#)
- Fresno County Department of Behavioral Health:
[https://www.fresnocountyca.gov/Departments/Behavioral-Health/Care-Services/Dangers-of-Fentanyl-Treatment-Resources.](https://www.fresnocountyca.gov/Departments/Behavioral-Health/Care-Services/Dangers-of-Fentanyl-Treatment-Resources)
- Drug Enforcement Administration – One Pill Can Kill: [https://www.dea.gov/onepill.](https://www.dea.gov/onepill)

APPENDIX I: EMPLOYEES & STUDENT INTERACTION POLICY

The Organization 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, employees or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of Organization 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 Employees & Student Behavior

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

Although this policy gives specific, clear direction, it is each employees member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or Organization 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 employee members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

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

Employees 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 & employee's interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another employees member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to an Organization 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.

The following examples of specific behaviors are not an exhaustive list.

Unacceptable Employee & Student Behaviors (Violations of this Policy):

- Giving gifts to an individual student that are of a personal and intimate nature.
- Kissing of any kind
- Any type of unwelcomed and unnecessary physical contact with a student in a private situation.
- Making or participating in sexually inappropriate comments, listening to or telling stories that are sexually oriented, or participating in sexual jokes, stories of a sexual nature, or inappropriate sexual comments.
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- Seeking emotional involvement with a student for your benefit.

- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- Intentionally being alone with a student away from the Organization or in a room with a student with the door and blinds of an interior window closed.
- Inappropriate remarks about the physical attributes or development of anyone.
- Allowing students in your home.
- Communication with students through use of technology or social media, where the content of such communication is not about Organization or Organization activities.
- Excessive attention toward a particular student.

(These behaviors should only be exercised when an employee has parent and supervisor permission.)

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

Cautionary Employees/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. Employees 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 Organization activities.

Acceptable and Recommended Employees/Student Behaviors

- Getting Organization and parental written consent for any after-hours Organization activity.
- Obtaining formal approval to take students off Organization property for Organization-related activities.
- Keeping all communication with students through the use of technology and social media professional and related to Organization activities or classes and conducted on Organization technology systems.
- Keeping the door and/or blinds of an interior window open when alone with a student.
- Keeping reasonable physical distance from students.

- Stopping and correcting students if they cross your own personal boundaries.
- Keeping after-class discussions with a student professional and brief.
- Asking for advice from fellow employees or administrators if you find yourself in a difficult situation related to boundaries.
- Involving the Organization's principal or your supervisor if an inappropriate situation, including conflict, arises with a student.
- Informing your principal or supervisor about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing and acting in accordance with the responsibility to stop unacceptable behavior of students or coworkers.
- Asking another employee to be present when you must be alone with a student.
- Asking another employees member to be present when you must be alone with a student after regular Organization hours.
- Giving students praise and recognition without touching them.
- Pats on the back, high fives, and handshakes are acceptable.
- Keeping your professional conduct, a high priority.
- Emails, text, phone and instant messages to students must be very professional and pertaining to Organization activities or classes (Communication should be limited to Organization technology).
- Keeping parents informed when a significant issue develops about a student.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Asking yourself if your actions are worth your job and career.

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



EXHIBIT H

Course Catalog

Mission Academy Course Catalog

Civics

- Foundational Social Science 3
- US Government

Computer Literacy

- Computer Applications
- Digital Skills

Economics

- Economics
- Foundational Social Science 3

Elective

- Attack the CAASPP
- Character Education
- Conventional English
- Driver's Education
- Dual Enrollment
- ELD 1 (LT)
- ELD 2 (LT)
- ELL Foundations 1
- ELL Foundations Newcomer
- English Language Development II
- English Language Development III
- English Language Development IV
- Ethnic Studies
- Foundational Study Skills 1
- Foundational Study Skills 2
- Foundational Study Skills 3
- Foundational Study Skills 4
- Health
- Psychology
- Rosetta Stone 1
- Rosetta Stone 2
- Sociology
- Study Skills
- Summative ELPAC Prep
- World Geography

English

- English 09
- English 10
- English 11
- English 12
- Foundational English 1
- Foundational English 2
- Foundational English 3
- Foundational English 4
- Journalism

Life Science

- Biology
- Foundational Life Science

Math

- Algebra 1
- Algebra 2
- Applied Mathematics
- Financial Mathematics
- Foundational Math 1
- Foundational Math 2
- Foundational Math 3
- Geometry
- Pre-Algebra
- Pre-Calculus

PE

- Athletic Conditioning I
- Athletic Conditioning II
- Foundational Physical Education 1
- Foundational Physical Education 2
- Personal Fitness
- Physical Education

Physical Science

- Chemistry
- Foundational Physical Science
- Physical Science
- Physics

US History

- Foundational Social Science 2
- US History

VAPA/WL/CTE

- Art History A: Origins
- Art History B: Modern
- Early Childhood Education 1
- Early Childhood Education 2
- Foundational Art
- Photography Basics
- Spanish 1
- Spanish 2
- Spanish 3

Work Readiness

- Career Planning
- Foundations of JAG
- JAG Career Education

World History

- Foundational Social Science 1
- World History



EXHIBIT I

Sample Curriculum Maps

Student Course Overview

Algebra I – Semester 1 Course Objectives (CO):

- CO1. Solve systems of equations using different methods.
- CO2. Represent equations and inequalities graphically.
- CO3. Reason quantitatively and use units to solve problems.
- CO4. Perform arithmetic operations on polynomials.
- CO5. Extend the properties of exponents to rational exponents.
- CO6. Explain the reasoning involved in the process of solving equations.
- CO7. Create equations that describe numbers or relationships.
- CO8. Analyze equations using different representations.
- CO9. Use properties of rational and irrational numbers.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: The Real Numbers Course Objectives • CO5 • CO9 Unit Objectives: • Evaluate and simplify expressions involving rational exponents and radicals. • Explore the relationships between rational and irrational numbers. • Evaluate expressions using the order of operations.	StrongMind Algebra I online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Visual Concepts</i> • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 2: Lines and Their Graphs Course Objectives • CO1 • CO2 • CO3 • CO6 • CO7 • CO8 Unit Objectives: • Analyze contextual situations. • Interpret linear equations. • Explain the reasoning involved in the process of solving equations. • Create and solve linear equations. • Graph linear equations in different forms. • Isolate a variable in a literal equation. • Find the solution to a system of linear equations by examining a graph.	StrongMind Algebra I online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Visual Concepts</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project: Solving Literal Equations, Part 1 In this project, you will learn about literal equations.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts Participate in activities that cover complex topics from your content readings in more depth. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 3: Linear Systems and Inequalities Course Objectives • CO1 • CO6 • CO7 Unit Objectives: • Solve systems of linear equations using different methods. • Create, solve, and graph one-variable linear inequalities. • Find solution sets to two-variable linear inequalities and systems of two-variable linear inequalities by graphing them. • Isolate a variable in a literal equation.	StrongMind Algebra I online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Visual Concepts</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project: Solving Literal Equations, Part 2 In this project, you will practice isolating variables in literal equations.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts Participate in activities that cover complex topics from your content readings in more depth. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 4: Polynomials and Factoring Quadratic Expressions Course Objectives • CO4 • CO6 • CO8 Unit Objectives: • Define polynomials, focusing on one-variable quadratic polynomials. • Add, subtract, and multiply polynomials. • Factor quadratic expressions. • Isolate a variable in a literal equation.	StrongMind Algebra I online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Visual Concepts</i> • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project: Solving Literal Equations, Part 3 In this project, you will practice isolating variables in literal equations.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 5: Quadratic Equations, Part 1 Course Objectives • CO1 • CO2 • CO3 • CO6 • CO7 • CO8 Unit Objectives: • Analyze contextual situations. • Graph quadratic equations in different forms. • Factor quadratic equations. • Graph quadratic equations that have been factored. • Graph quadratic equations in different forms. • Complete the square for a quadratic expression or equation.	StrongMind Algebra I online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Visual Concepts</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project: Solving Literal Equations, Part 4 In this project, you will practice isolating variables in literal equations.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts Participate in activities that cover complex topics from your content readings in more depth. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
• Write a quadratic equation in vertex form. • Solve quadratic equations by factoring, by taking square roots, and by completing the square. • Isolate a variable in a literal equation.			
Unit 6: Quadratic Equations, Part 2 Course Objectives • CO1 • CO2 • CO6 • CO7 • CO8 Unit Objectives: • Graph quadratic equations from the vertex form. • Solve quadratic equations with the quadratic formula. • Solve quadratic equations using technology. • Solve systems involving quadratic equations.	StrongMind Algebra I online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Visual Concepts</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Final Exam The course concludes with an exam to assess what you learned throughout the course.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts Participate in activities that cover complex topics from your content readings in more depth. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Student Course Overview

Algebra II – Semester 1 Course Objectives (CO):

- CO1. Answer contextual questions with the use of functions.
- CO2. Factor cubic and quartic equations by identifying and using patterns.
- CO3. Graph polynomial, rational, and radical functions.
- CO4. Identify and explain the effects of translations, dilations, and reflections of functions.
- CO5. Identify and use polynomial identities.
- CO6. Identify key features of functions from graphs, tables of values, and function rules.
- CO7. Identify linear factors of polynomials by using inspection, long division, and the remainder theorem.
- CO8. Solve cubic and quartic equations.
- CO9. Solve polynomial equations that have complex solutions.
- CO10. Solve quadratic equations by factoring, taking square roots, completing the square, or using the quadratic formula.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: Factoring and Solving Quadratics Course Objectives • CO9 • C10 Unit Objectives: • Find complex solutions of quadratic equations. • Perform operations on expressions that include complex numbers. • Solve quadratic equations by factoring, taking the square root on both sides, completing the square, and using the quadratic formula.	StrongMind Algebra II online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 2: Key Features and Graphing Quadratics Course Objectives • CO1 • CO3 • CO6 • CO10 Unit Objectives: • Find key features of quadratics from function rules. • Graph polynomial functions from function rules. • Graph quadratic functions from tables of values. • Identify key features of quadratic functions from their graphs. • Solve quadratic equations and inequalities written from real-world situations. • Write quadratic equations and inequalities from real-world situations.	StrongMind Algebra II online curriculum. Learning tools to aid learning include: • <i>Videos</i> • <i>Visual Concepts</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts Participate in activities that cover complex topics from your content readings in more depth. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 3: Polynomial Functions Course Objectives • CO1 • CO2 • CO3 • CO5 • CO6 • CO8 Unit Objectives • Apply patterns to solve polynomials. • Factor polynomials using patterns. • Graph cubic functions from tables and rules. • Identify key features of cubic functions from graphs, tables, and rules. • Prove polynomial identities. • Solve cubic equations and inequalities written from real-world situations. • Write cubic equations and inequalities from real-world situations.	StrongMind Algebra II online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Visual Concepts</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts Participate in activities that cover complex topics from your content readings in more depth. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 4: More About Polynomial Functions Course Objectives • CO3 • CO4 • CO6 Unit Objectives • Describe transformations of polynomial functions. • Identify key features of quartic functions from graphs and function rules. • Write function rules to model transformations of graphs.	StrongMind Algebra II online curriculum. Instructional tools to aid learning include: • <i>Visual Concepts</i> • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project: Exploring Translations of Polynomials In this project, you will use a special tool to explore the effects of performing translations on polynomial functions. Project: Exploring Dilations of Polynomials In this project, you will use a special tool to explore the effects of performing dilations on polynomial functions.	Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 5: Rational Equations Course Objectives • CO3 • CO4 • CO7 Unit Objectives • Apply the Remainder Theorem. • Describe transformations of rational functions. • Divide polynomials by inspection and long division. • Graph rational equations. • Solve rational equations.	StrongMind Algebra II online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Visual Concepts</i> • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project: Dividing Polynomials with Technology	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
		In this project, you will use a computer algebra system (CAS) to divide polynomials.	Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 6: Radical Equations Course Objectives • CO1 • CO3 • CO4 Unit Objectives • Describe transformations of radical functions. • Graph radical functions using key features from rules. • Interpret radical equations and inequalities representing real-world situations. • Solve radical equations.	StrongMind Algebra II online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Visual Concepts</i> • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Final Exam The course concludes with an exam to assess what you learned throughout the course.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Student Course Overview

Biology–Semester 1of2 Course Objectives (CO):

- CO1. Apply scientific processes to conduct an investigation.
- CO2. Use logical thinking to identify relationships and draw conclusions.
- CO3. Apply basic biochemistry to analyze the impact of healthy and unhealthy foods.
- CO4. Explain the processes and significance of photosynthesis and respiration.
- CO5. Use an understanding of genetics to discuss the implications of different diagnoses and treatment methods for genetic disorders.
- CO6. Explain how tissues, organs, and organ systems develop from individual cells and support one another.
- CO7. Compare the processes and genetic outcomes of sexual and asexual reproduction.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: Biochemistry Course Objectives - CO1 - CO2 - CO3 - CO6 Unit Objectives: - Recognize the patterns of behavior in subatomic and chemical particles. - Infer the nature, structure, and behavior of simple molecules based on a model or chemical formula. - Identify the properties and behaviors of acids, bases, buffers, polymers, and organic compounds. - Distinguish between omega-3, trans, saturated, and unsaturated fats based on their chemical structure and their health effects. - Make a reasoned, evidenced-based argument on nutritional guidelines using biochemical evidence. - Explain the general processes by which animals convert food and oxygen into energy and other compounds required for life.	StrongMind Biology 1of2 online curriculum. Instructional tools to aid learning include: <i>Interactives</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project #1: What Fat is in My Food? In this project, you'll examine triglyceride fats from several typical cafeteria food items and determine if each item is a good food choice.	Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
- Describe the structure and role of proteins and nucleic acid.			
Unit 2: Cells Course Objectives - CO2 - CO4 - CO6 Unit Objectives: - Relate the surface-area-to-volume ratio to the size and structure of cells. - Distinguish between positive and negative feedback loops in cells and their effects on homeostasis. - Differentiate cells as eukaryotic or prokaryotic and distinguish between plant and animal cells. - Analyze the theory of endosymbiosis and the evidence supporting it. - Explain how and why cells use communication and regulation to form tissues, organs, and organ systems.	StrongMind Biology 1of2 online curriculum. Instructional tools to aid learning include:	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.
Unit 3: Membranes Course Objectives - CO1 - CO2 - CO5 - CO6 Unit Objectives: - Describe the structure and function of cell membranes and membrane proteins. - Predict the movement of molecules across a cell membrane. - Relate the function of cell membranes and CFTR to the symptoms of cystic fibrosis. - Compose and defend an evidence-based argument on the use of genetic therapy to treat diseases.	StrongMind Biology 1of2 online curriculum. Instructional tools to aid learning include: - Videos - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions) Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 4: Cell Division and Reproduction Course Objectives • CO2 • CO5 • CO6 • CO7 Unit Objectives: • Explain the components, stages, and process of mitosis. • Distinguish between prokaryotic and eukaryotic cell division. • Describe different types of chromosomes, their structure, and their role in cell division. • Describe the function and real-world uses of a karyotype. • Contrast the processes and advantages of sexual and asexual reproduction. • Relate sexual reproduction to genetic variation. • Identify the causes and impacts of chromosomal mutations.	StrongMind Biology 1of2 online curriculum. Instructional tools to aid learning include: • <i>Videos</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.
Unit 5: Energy and Metabolism Course Objectives • CO2 • CO4 • CO5 • CO6 Unit Objectives: • Explain the chemical process of respiration and its importance to the function of cells. • Describe the function various organ systems play in respiration and the cycling of energy and matter. • Differentiate between aerobic and anaerobic respiration. • Describe the reactants, products, stages, and function of glycolysis.	StrongMind Biology 1of2 online curriculum. Instructional tools to aid learning include: • <i>Interactives</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
- Describe the reactants, products, and function of the citric acid cycle. - Explain the electron transport chain. - Describe where and how fermentation occurs in the cell. - Relate the function of enzymes to the symptoms, diagnosis, and treatment of PKU.			
Unit 6: Photosynthesis Course Objectives - CO4 Unit Objectives: - Describe the chemical reactions and plant structures behind photosynthesis.	StrongMind Biology 1of2 online curriculum. Instructional tools to aid learning include: <i>Interactives</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson.	Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.

Student Course Overview

Biology–Semester 2of2 Course Objectives (CO):

- CO1. Analyze abnormal cell function.
- CO2. Use models and scientific evidence to describe how and why inherited traits shift over time in a population.
- CO3. Engage in argument about the ethical implications of current biotechnology.
- CO4. Apply ethical guidelines to biological research.
- CO5. Model the flow of matter and energy in ecosystems and how changes to the flow affect organisms in their environment.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: Genetics Course Objectives • CO1 • CO2 Unit Objectives: • Explain the causes and inheritance patterns of autosomal genetic disorders. • Explain the patterns of inheritance for dominant, recessive, and polygenetic traits. • Use models to predict the inheritance of genes and traits.	StrongMind Biology 2of2 online curriculum. Instructional tools to aid learning include: • <i>Interactives</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 2: DNA and the Genetic Code Course Objectives • CO1 • CO2 • CO3 • CO4 Unit Objectives: • Explain the danger, causes, and traits of cancer, as well as possible treatments. • Explain how genes replicate and the various ways this can lead to genetic mutations. • Describe the various ethical, political, and socioeconomic concerns that must be considered when undertaking biological research.	StrongMind Biology 2of2 online curriculum. Instructional tools to aid learning include: • <i>Videos</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project #1: Bioethics, Part 1 In this project, you'll create five ethical guidelines for biological research.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.
Unit 3: Genomics Course Objectives • CO1 • CO2 • CO3 • CO4 Unit Objectives: • Describe the ethical concerns that come with using gene editing technology to treat or prevent diseases. • Analyze the risks, tradeoffs, and benefits of biotechnology to construct a system of ethical guidelines. • Describe techniques for sequencing DNA. • Analyze the benefits and ethical concerns that come with cloning technology. • Explain how linkage can affect inheritance for certain traits.	StrongMind Biology 2of2 online curriculum. Instructional tools to aid learning include: • <i>Videos</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project #1: Bioethics, Part 2 In this project, you'll develop a logical argument regarding the use of CRISPR/Cas9 to edit the gene in humans that causes cystic fibrosis.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 4: Evolution Course Objectives • CO1 • CO2 • CO3 • CO4 • Unit Objectives: • Explain the different ways that traits can be selected for and lead to evolutionary change. • Describe the circumstances that can change how often a trait is inherited within a population. • Explain key biological theories and hypotheses. • Describe key sources of evidence supporting the theory of evolution.	StrongMind Biology 2of2 online curriculum.	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.
Unit 5: Ecology Course Objectives • CO2 • CO3 • CO4 • CO5 Unit Objectives: • Identify the relationships between organisms that allow ecosystems to cycle matter and energy. • Use models to explain an organism's role in the ecosystem and its relationships with other species. • Identify ways in which ecosystems shift in response to human activity. • Explain the significance of biodiversity and its impact on an ecosystem's resilience. • Construct an argument on the ethics and likely impacts of using	StrongMind Biology 2of2 online curriculum. Instructional tools to aid learning include: • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
biotechnology to address the issue of invasive species.			
Unit 6: Review and Final Exam Course Objectives • CO1 • CO2 • CO3 • CO4 • CO5	StrongMind Biology 2of2 online curriculum. Instructional tools to aid learning include: • <i>Interactives</i>		Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice.

Student Course Overview

Chemistry–Semester 1of2 Course Objectives (CO):

- CO1. Apply scientific processes to conduct an investigation.
- CO2. Explain how and why scientists classify and model different types of matter.
- CO3. Describe the basic structure and organization of matter and atoms.
- CO4. Relate the structure of atoms to the properties of the substances they form.
- CO5. Use models to describe the process of chemical reactions and how substances form.
- CO6. Use stoichiometry to predict the outcomes of a chemical reaction.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: Atoms Course Objectives - CO2 - CO3 - CO4 - CO5 Unit Objectives: - Explain the structure and classification of atoms. - Describe the different ways in which atoms can combine to form substances. - Describe the scientific process by which the current theory of the atom was developed.	StrongMind Chemistry 1of2 online curriculum. Instructional tools to aid learning include: - Videos - Interactives - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 2: The Periodic Table Course Objectives • CO2 • CO3 Unit Objectives: • Explain the structure and classification of atoms. • Explain the history of the periodic table and how it was developed over time. • Predict the properties of elements using the periodic table.	StrongMind Chemistry 1of2 online curriculum.	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.
Unit 3: Bonding Course Objectives • CO3 • CO4 • CO5 Unit Objectives: • Model the forces that explain the properties of metals. • Explain the forces that cause atoms to bond in different ways. • Use the periodic table to explain which elements will bond and in what ways.	StrongMind Chemistry 1of2 online curriculum.	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.
Unit 4: Molecules Course Objectives • CO3 • CO4 • CO5 Unit Objectives: • Use models of compounds to explain their properties.	StrongMind Chemistry 1of2 online curriculum. Instructional tools to aid learning include: • <i>Interactives</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding	Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
- Model chemical bonds. - Use bonding theories to explain the formation of compounds, crystals, and molecules.		of the material you learned throughout the unit. Project 1: Identifying Bond Type In this project, you will predict the bond type of various substances. Then, you will make observations and conduct tests in regard to the substances' appearance, solubility, malleability, and luster. Finally, you will analyze the results to determine the bond type of each substance.	Graded practice activities will help you better understand content and topics found in the lesson.
Unit 5: Chemical Nomenclature and Reactions Course Objectives - CO1 - CO5 Unit Objectives: - Use chemical names and formulas to model chemical reactions. - Predict the outcomes of chemical reactions.	StrongMind Chemistry 1of2 online curriculum. Instructional tools to aid learning include: - Videos - Interactives	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.
Unit 6: Stoichiometry Course Objectives - CO5 - CO6 Unit Objectives:	StrongMind Chemistry 1of2 online curriculum. Instructional tools to aid learning include: Videos	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
• Explain how Avogadro's number can convert atomic mass into grams. • Use moles to predict the ratios needed to complete a chemical reaction. • Determine the percent and theoretical yield for a chemical reaction. • Use the law of definite proportions to predict the outcomes of a chemical reaction.		of the material you learned throughout the unit. Final Exam The course concludes with an exam to assess what you learned throughout the course.	

Student Course Overview

Chemistry–Semester 2of2 Course Objectives (CO):

- CO1. Explain the effects of energy on the properties of matter.
- CO2. Use molecular models to explain and predict the behaviors of different substances.
- CO3. Apply scientific processes to conduct investigations.
- CO4. Examine how investigations in chemistry are important to gaining historical perspective and understanding the societal value of scientific advances.
- CO5. Evaluate topics in chemistry to better understand matter, phase changes, gas laws, solutions, thermodynamics, reaction kinetics, equilibrium, radioactivity, and radiation.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1 Properties of Matter Course Objectives - CO1 - CO2 - CO3 - CO4 - CO5 Unit Objectives: - Use the Kinetic Molecular Theory to explain the properties of solids, liquids, and gases. - Describe the nature and formation of bonds in terms of polarity and electronegativity.	StrongMind Chemistry 2of2 online curriculum. Instructional tools to aid learning include: - Videos - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 2: Phase Changes and Gas Laws Course Objectives • CO1 • CO3 • CO5 Unit Objectives: • Explain the factors that determine when a substance will undergo a phase change. • Calculate the heat required to cause phase changes. • Explain the relationships between the volume, pressure, and temperature of gases. • Describe how a series of scientists contributed to how we model the behavior of gases. • Make calculations using the ideal gas law. • Find the partial pressure of gases.	StrongMind Chemistry 2of2 online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 3: Solutions Course Objectives • CO2 • CO3 • CO5 Unit Objectives: • Explain how polarity and other factors can contribute to the formation of a solution. • Measure and compare the effects of different concentrations of substances.	StrongMind Chemistry 2of2 online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 4: Thermodynamics and Reaction Kinetics Course Objectives • CO1 • CO3 • CO5 Unit Objectives: • Describe the role of thermal energy in chemical reactions. • Predict reaction rate and spontaneity. • Describe how different factors can affect the rate of a chemical reaction.	StrongMind Chemistry 2of2 online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 1: Reaction Rate In this project, you will create a chemical reaction at home and control its rate by adjusting the temperature and the concentration of reactants.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 5: Equilibrium Course Objectives • CO3 • CO5 Unit Objectives: • Use examples and models to explain reversible reactions and equilibrium. • Predict how a system at equilibrium will change when disturbed. • Describe how ion solutions and chemical reactions can be harnessed to generate electricity. • Use the activity series to predict oxidation reactions.	StrongMind Chemistry 2of2 online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 6: Chemical Applications Course Objectives • CO1 • CO3 • CO5 Unit Objectives: • Identify elements by their emission spectra. • Explain properties and practical uses of electromagnetic radiation. • Explain the chemistry behind Voltaic cells. • Describe the processes of radioactive decay, nuclear fission, and nuclear fusion. • Discuss the benefits and dangers of nuclear energy and the containment of nuclear waste. •	StrongMind Chemistry 2of2 online curriculum. Instructional tools to aid learning include: • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Final Exam The course concludes with an exam to assess what you learned throughout the course.	Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Student Course Overview

SS302 Economics – Semester 1of1 Course Objectives (CO):

- CO1. Explain how education, career choices, and family obligations affect future income by analyzing potential lifestyle decisions.
- CO2. Compare the advantages and disadvantages of using various forms of credit and the determinants of credit history by assessing the pros and cons of each.
- CO3. Analyze the implications of scarcity by examining the causal relationship between scarcity and the need for choices.
- CO4. Explain the roles of property rights, competition, and profit in a market economy by analyzing the characteristics of the mixed market economy in the United States.
- CO5. Evaluate how markets function by examining the laws of supply and demand.
- CO6. Assess the interdependence of how both households and firms are affected by trade, exchange, money, and banking by examining the role of entrepreneurs in a market economy and how profit is an incentive that leads entrepreneurs to accept risks of business failure.
- CO7. Explain the effects of monetary policy on unemployment, inflation, and economic growth by examining inflation, unemployment, and gross domestic product statistics.
- CO8. Explain characteristics of market, command, and mixed economic systems, including roles of production, distribution, and consumption of goods and services by examining the similarities and differences among economic systems.
- CO9. Examine the effects of international trade on the United States and other nations by analyzing trade agreements (e.g., North American Free Trade Agreement).

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: Personal Finance Course Objectives - CO1 - CO2 Unit Objectives: - Examine short- and long-term financial goals and plans, including income, spending, saving, and investing by evaluating current and future personal lifestyle choices. - Analyze how advertising influences consumer choices by investigating push and pull marketing techniques. - Explain the risk, return, and liquidity of short- and long-term saving and investment vehicles by examining Roth IRAs, money market accounts, and certificates of deposit.	StrongMind ECONOMICS online curriculum. Instructional tools to aid learning include: - Videos - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project: Five Paragraph Essay #1 In this project, you'll set three financial goals:	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
		• one short-term goal that can be achieved in less than a year; • one intermediate-term goal that can be achieved in one to five years; and • one long-term goal that will take more than five years to achieve. Once you've clearly identified your goals, the next step is to prioritize them in order of importance. Which goal is most important, and why? Identifying and listing the benefits of each financial goal will help you prioritize them.	
Unit 2: Foundations of Economics Course Objectives • CO3 • CO4 • CO6 • CO8 Unit Objectives: • Analyze the implications of scarcity by examining how limited resources and unlimited human wants influence choice at individual, national, and international levels. • Examine the similarities and differences among economic systems by comparing the characteristics of market, command, and mixed economic systems, including the roles of production, distribution, and consumption of goods and services. • Describe the characteristics of the mixed-market economy of the United	StrongMind ECONOMICS online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project: Five Paragraph Essay #1 In this project, you'll set three financial goals: • one short-term goal that can be achieved in less than a year;	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
States by explaining the roles of property rights, competition, government, and profit in a market economy. • Explain the role of profit as the incentive to entrepreneurs in a market economy by examining how profit is an incentive that leads entrepreneurs to accept risks of business failure.		• one intermediate-term goal that can be achieved in one to five years; and • one long-term goal that will take more than five years to achieve. Once you've clearly identified your goals, the next step is to prioritize them in order of importance. Which goal is most important, and why? Identifying and listing the benefits of each financial goal will help you prioritize them.	
Unit 3: Microeconomics Course Objectives • CO5 Unit Objectives: • Analyze the relationship of the concept of incentives to the law of supply and the relationship of the concept of incentives and substitutes to the law of demand by evaluating how a market price is determined. • Examine the effects of changes in supply and/or demand on the relative scarcity, price, and quantity of particular products by analyzing how price ceilings and floors cause shortages or surpluses. • Describe how government policies influence the economy by examining the need to compare costs and benefits before taking action. • Explain opportunity cost and marginal benefit/cost by examining the use of federal, state, and local government	StrongMind ECONOMICS online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project: Five Paragraph Essay #2 In this project, you'll use your writing skills to write a five-paragraph essay discussing income inequality in the United States. Consider the reasons for income inequality: education, which enables the better-educated to get	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
spending to provide national defense, environmental concerns, property, consumer and worker rights, markets, and goods and services.		higher paying jobs; wealth, which gives the children of the wealthy educational advantages, business opportunities, and income from investments; discrimination, which favors men over women and white Americans over minorities; ability, which explains discrepancies between highly paid actors and athletes and those who are not as successful in these professions; and monopoly power, which enables certain groups of workers to demand higher wages because there are a limited number of people available for particular jobs.	
Unit 4: Macroeconomics Institutions Course Objectives - CO7 Unit Objectives: - Describe how government policies influence the economy by analyzing the effects of progressive, proportional, and regressive taxes on different income groups. - Analyze fiscal policy and its effects on inflation, unemployment, and economic growth by examining federal, state, and local government spending. - Describe the functions of the Federal Reserve System (e.g., banking regulation and supervision, financial services, monetary policy) and their influences on the economy by	StrongMind ECONOMICS online curriculum. Instructional tools to aid learning include: - Videos - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project: Five Paragraph Essay #2 In this project, you'll use your writing skills to write a five-paragraph essay discussing income inequality in the United States. Consider the reasons for income inequality:	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
examining early and modern banking reforms and their outcomes. Explain the risk, return, and liquidity of short- and long-term saving and investment vehicles by identifying investment options (e.g., stocks, bonds, mutual funds) available to individuals and households.		education, which enables the better-educated to get higher paying jobs; wealth, which gives the children of the wealthy educational advantages, business opportunities, and income from investments; discrimination, which favors men over women and white Americans over minorities; ability, which explains discrepancies between highly paid actors and athletes and those who are not as successful in these professions; and monopoly power, which enables certain groups of workers to demand higher wages because there are a limited number of people available for particular jobs.	
Unit 5: Macroeconomics Policies Course Objectives - CO9 Unit Objectives: - Analyze fiscal and monetary policy by examining their effects on inflation, unemployment, and economic growth. - Explain the effects of inflation and deflation by describing their impact on different groups (e.g., borrowers and lenders). - Describe the functions of the Federal Reserve System (e.g., banking regulation and supervision, financial services, monetary policy) by examining their influences on the economy.	StrongMind ECONOMICS online curriculum. Instructional tools to aid learning include: - Videos - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project: Five Paragraph Essay #2 In this project, you'll use your writing skills to write a five-paragraph essay	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Explain the effects of international trade on the United States and other nations by analyzing agreements such as the North American Free Trade Agreement (NAFTA).		discussing income inequality in the United States. Consider the reasons for income inequality: education, which enables the better-educated to get higher paying jobs; wealth, which gives the children of the wealthy educational advantages, business opportunities, and income from investments; discrimination, which favors men over women and white Americans over minorities; ability, which explains discrepancies between highly paid actors and athletes and those who are not as successful in these professions; and monopoly power, which enables certain groups of workers to demand higher wages because there are a limited number of people available for particular jobs.	
Unit 6: Unit Review Course Objectives - CO1 - CO2 - CO3 - CO4 - CO5 - CO6 - CO7 - CO8 - CO9 Unit Objectives:	StrongMind ECONOMICS online curriculum. Instructional tools to aid learning include: <i>Vocabulary Review</i>	Project: Five Paragraph Essay #2 In this project, you'll use your writing skills to write a five-paragraph essay discussing income inequality in the United States. Consider the reasons for income inequality: education, which enables the better-educated to get higher paying jobs; wealth, which gives the children of the wealthy educational	

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
• Explain how education, career choices, and family obligations affect future income by analyzing potential lifestyle decisions. • Compare the advantages and disadvantages of using various forms of credit and the determinants of credit history by assessing the pros and cons of each. • Analyze the implications of scarcity by examining the causal relationship between scarcity and the need for choices. • Explain the roles of property rights, competition, and profit in a market economy by analyzing the characteristics of the mixed market economy in the United States. • Evaluate how markets function by examining the laws of supply and demand. • Assess the interdependence of how both households and firms are affected by trade, exchange, money, and banking by examining the role of entrepreneurs in a market economy and how profit is an incentive that leads entrepreneurs to accept risks of business failure. • Explain the effects of monetary policy on unemployment, inflation, and economic growth by examining inflation, unemployment, and gross domestic product statistics. • Explain characteristics of market, command, and mixed economic systems, including roles of production, distribution, and consumption of goods and services by examining the similarities and differences among economic systems. • Examine the effects of international trade on the United States and other nations by analyzing trade agreements (e.g., North American Free Trade Agreement).		advantages, business opportunities, and income from investments; discrimination, which favors men over women and white Americans over minorities; ability, which explains discrepancies between highly paid actors and athletes and those who are not as successful in these professions; and monopoly power, which enables certain groups of workers to demand higher wages because there are a limited number of people available for particular jobs.	

Student Course Overview

English 7– Semester 2 of 2 Course Objectives (CO):

- CO1. Explain and analyze how a single author, or two or more authors, writing about the same topic develop central ideas, interactions and influences between individuals, events, and ideas, and present key information by emphasizing different evidence, interpretations of facts, and perspectives through the citation of several pieces of textual evidence and inferences in an objective summary.
- CO2. Write routinely over extended time frames (for research) and shorter time frames (a single sitting or a day or two), using compound and complex sentences.
- CO3. Gather relevant information from multiple print and digital sources and use technology, including the internet, to produce and publish writing and link to and cite sources as well as to interact and collaborate with others.
- CO4. Develop and strengthen writing as needed by planning, revising, editing, rewriting, and applying feedback, with a focusing using a style appropriate to the purpose and audience.
- CO5. Contribute appropriately to academic discussions, prepared to refer to evidence on the topic, reflect on ideas, ask specific questions, and respond to comments with relevant observations and ideas.
- CO6. Write clearly and precisely, avoiding redundant language and misplaced or dangling modifiers.
- CO7. Acknowledge new information expressed by others and, when warranted, modify one's own views and analyze the portrayal of the subject in different mediums or formats.
- CO8. Write a narrative which makes use of literary elements (e.g., interactions among setting, characters, and plot), specific word choice to develop meaning and tone, context, and a point of view that unfolds naturally and logically toward a conclusion.
- CO9. Analyze how an author develops a theme or contrasts the perspectives of different characters in a literary text.
- CO10. Determine when to use transitions that convey sequence and signal shifts from one time frame or setting to another and use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another in narrative writing.
- CO11. Compare the impact of a written story, drama, or poem to an audio, staged, or multimedia version, explaining how elements such as form, structure, dialogue, stage directions and sound-based devices can affect the meaning of the text.
- CO12. Analyze how a poem's form or structure contributes to its meaning, including graphical elements and sound-based devices in a specific verse, stanza, or section.
- CO13. Explain how and why authors use fiction to portray historical events by comparing a fictional and historical account of the same period.
- CO14. Use context, reference materials, relationships between words, connotation, and an understanding of figures of speech to develop a more accurate and nuance understanding of words and phrases.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: The Adventure Begins Course Objectives • CO1 • CO4 • CO8 • CO9	StrongMind language arts online curriculum. Instructional tools to aid learning include: • <i>Interactives</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson.	Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
• CO14 Unit Objectives: • Describe the perspectives of different characters or narrators in literary text. • Analyze how an author develops and contrasts the perspectives of different characters in literary text. • Cite several pieces of textual evidence that support an analysis and makes inferences about a literary text. • Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. • Draw evidence to support reflection and establish clear and coherent ideas for a range of discipline-specific tasks, purposes, and audiences.		Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 1: Personal Narrative In this project, you'll write a personal narrative about a moment in your life when you learned a lesson.	animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.
Unit 2: Weaving the Stories Course Objectives • CO8 • CO14 Unit Objectives: • Distinguish among the connotations of words with similar, and establish clear and coherent ideas for development, organization, and style, and analyze the interaction of literary elements in a particular literary text (e.g., how setting shapes the characters or plot) for a writing task. • Analyze the interactions among the main elements of a story or drama, including the development of the plot through the motivations, conflicts, and responses of characters, both internal and external.	StrongMind language arts online curriculum. Instructional tools to aid learning include: • none	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 1: Personal Narrative In this project, you'll write a personal narrative about a moment in your life when you learned a lesson.	Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.
Unit 3: The Big Picture Course Objectives • CO1 • CO2 • CO4 • CO8 • CO9	StrongMind language arts online curriculum. Instructional tools to aid learning include: • none	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam	Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
• CO10 • CO14 Unit Objectives: • Cite details that support a theme or central idea in an objective summary of literary text. • Use phrases and clauses correctly within sentences. • Use precise words and phrases, relevant descriptive details, sensory language, and a reflective conclusion to convey experiences and events in narrative writing. • Use simple, compound, complex, and compound-complex sentences when writing. • Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience. • Determine clear and coherent ideas for development, organization, and style for a writing task. • Analyze the development of central ideas and the perspectives of different characters in literary text. • Revise drafts for clarity, development, organization, style, word choice, and sentence variety based on how well questions of purpose, audience, and genre have been addressed. • Correct misplaced and dangling modifiers in sentences. • Determine when to use a variety of transitions to convey sequence and signal shifts from one time frame or setting to another in narrative writing.		At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 1: Personal Narrative In this project, you'll write a personal narrative about a moment in your life when you learned a lesson.	

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 4: The Beauty of Language Course Objectives • CO2 • CO5 • CO7 • CO8 • CO11 • CO12 • CO14 Unit Objectives: • Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. • Use precise words and phrases, relevant descriptive details, and sensory language to convey experiences and events in narrative writing. • Explain the use of words and phrases in literary text. • Use rules for collegial discussions, asking specific questions that elicit elaboration and responds to others' questions and comments with relevant observations and ideas. • Come to discussions prepared, having read or studied required material in order to provide reference to evidence and reflect on ideas under discussion. • Acknowledge new information expressed by others and, when warranted, modify one's own views. • Interpret figures of speech in context and analyze the impact of specific word choice on meaning and tone in a particular literary text. • Analyze the form or structure in a drama, including a playwright's use of dialogue and stage directions and how a drama's form or structure contributes to its meaning. • Analyze how a poem's form or structure contributes to its meaning including graphical elements, and how the impact of sound-based devices in a specific verse, stanza, or section of literary text.	StrongMind language arts online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 2: Sonnet In this project, you'll write a sonnet about a time you felt love, fear, or jealousy.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 5: Language Across Media Course Objectives • CO1 • CO4 • CO8 • CO9 • CO11 • CO12 • CO14 Unit Objectives: • Support inferences about a literary text. • Determine clear and coherent ideas for development, organization, and style for a writing task. • Use precise words and phrases, relevant descriptive details, and sensory language to convey experiences and events in narrative writing. • Revise drafts for clarity, development, organization, style, word choice, and sentence variety based on how well questions of purpose, audience, and genre have been addressed. • Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience. • Use language that expresses ideas precisely and concisely, eliminating wordiness and redundancy when writing. • Cite details that support a theme or central idea in literary text. • Compare and contrast a written story, drama, or poem to its audio, filmed, staged, or multimedia version. • Analyze the effects of techniques used in different literary mediums.	StrongMind language arts online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Interactives</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 2: Sonnet In this project, you'll write a sonnet about a time you felt love, fear, or jealousy.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 6: End of an Adventure Course Objectives • CO1 • CO3 • CO4 • CO5 • CO6 • CO7 • CO8 • CO9 • CO10 • CO11 • CO12 • CO13 • CO14 Unit Objectives: • Acknowledge new information expressed by others and, when warranted, modify one's own views. • Revise drafts for clarity and style, cite several pieces of textual evidence that support an analysis, and draw evidence to support research. • Use technology, including the Internet, to produce and publish writing and link to and cite sources as well as to interact and collaborate with others. • Come to discussions prepared, having read or studied required material in order to provide reference to evidence and reflect on ideas under discussion. • Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed. • Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another in narrative writing and analyze how an author develops the perspective of different characters or narrators in literary text. • Write a narrative which makes use of literary elements (e.g., interactions among setting, characters, and plot), specific word choice to develop meaning	StrongMind language arts online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Final Exam The course concludes with an exam to assess what you learned throughout the course.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
and tone, context, and a point of view that unfolds naturally and logically toward a conclusion. • Analyze how a theme or central idea is developed in literary text and the form or structure in a poem including graphical elements, and a drama, including a playwright's use of dialogue and stage directions. • Compare and contrast a fictional portrayal of a time, place, or character and a historical account of the same period and explain how authors use fiction to convey or to alter a historical story, and analyze why authors use a fictional portrayal to convey a historical account. • Use language that expresses ideas precisely and concisely, eliminating wordiness and redundancy when writing.			

Student Course Overview

English 3–Semester 1of2 Course Objectives (CO):

- CO1. Analyze the development of central ideas, details, organization, and purposes in informational text.
- CO2. Analyze structure, effectiveness, viewpoints, purposes, claims, reasoning, and use of rhetoric in an informational text or argument.
- CO3. Integrate and evaluate multiple sources and different media to address a question or solve a problem.
- CO4. Analyze themes, purposes, arguments, reasoning, and rhetoric in seminal U.S. documents.
- CO5. Compose informational and argument essays, selecting relevant and sufficient evidence and organizing content effectively.
- CO6. Participate in collaborative discussions and presentations while effectively integrating and presenting information from multiple sources.
- CO7. Apply grade level-appropriate techniques and skills to create presentations and review material.
- CO8. Demonstrate mastery of the conventions of standard English.
- CO9. Determine the meanings of academic and domain-specific words and phrases.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: A Certain Shade of Green Course Objectives - CO1 - CO2 - CO3 - CO5 - CO6 - CO7 - CO8 - CO9 Unit Objectives: - Cite textual evidence to analyze the development of central ideas in informational text. - Analyze the effectiveness of how authors use structural elements to support or develop the elements of an argument or exposition within a text. - Read and demonstrate understanding of grade-level informational text.	StrongMind English 3 (1of2) online curriculum. Instructional tools to aid learning include: - Videos - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project #1: Research-Based Informational Essay Writing Project, Part 1 For this project, in Units 2 and 3, you'll research, plan, organize, develop, write, and publish a research paper on a topic of your choice.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
- Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric. - Analyze the meaning and use of figures of speech in informational text. - Build vocabulary knowledge of academic and domain-specific terms. - Write routinely over extended and shorter time frames for research, revision, and reflection and for a range of tasks, purposes, and audiences, including participating in discussions.			
Unit 2: She Blinded Me with Science <i>Course Objectives</i> - CO1 - CO2 - CO3 - CO5 - CO6 - CO7 - CO8 - CO9 <i>Unit Objectives:</i> - Analyze context clues to clarify the meaning and nuances of unknown and multiple-meaning words and phrases. - Analyze the effectiveness of how authors use structural elements to support or develop the elements of an argument or exposition within a text. - Analyze the interaction of key individuals, ideas, or events over the course of an informational text. - Analyze the usage and meaning of figurative and connotative words and phrases and key terms in informational text.	StrongMind English 3 (1of2) online curriculum. Instructional tools to aid learning include: <i>Videos</i> <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project #1: Research-Based Informational Essay Writing Project, Part 1 For this project, in Units 2 and 3, you'll research, plan, organize, develop, write, and publish a research paper on a topic of your choice.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
• Apply technology to produce and update writing. • Build vocabulary knowledge of academic and domain-specific terms. • Gather information for informational writing, evaluating evidence and citing credible sources. • Write informational texts to examine and convey complex ideas and information with a structure appropriate to task, purpose, and audience. • Write routinely over extended and shorter time frames for research, revision, and reflection and for a range of tasks, purposes, and audiences, including participating in discussions.			
Unit 3: Back to Life, Back to Reality <i>Course Objectives</i> • CO1 • CO2 • CO3 • CO5 • CO6 • CO7 • CO8 • CO9 <i>Unit Objectives:</i> • Analyze an author's point of view or purpose in informational text, focusing on how style and content contributes to the effectiveness of rhetoric. • Analyze context clues to clarify the meaning and nuances of unknown and multiple-meaning words and phrases. • Analyze informational accounts, comparing features and details in different mediums.	StrongMind English 3 (1of2) online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project #1: Research-Based Informational Essay Writing Project, Part 2 For this project, in Units 2 and 3, you'll research, plan, organize, develop, write, and publish a research paper on a topic of your choice.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
- Analyze key terms and the meaning of technical words and phrases in informational text. - Analyze the effectiveness of how authors use structural elements to support or develop the elements of an argument or exposition within a text. - Build vocabulary knowledge of academic and domain-specific terms. - Consult references to help explain or resolve issues related to complex or contested grammar usage. - Read and demonstrate understanding of grade-level informational text. - Write informational texts to examine and convey complex ideas and information with a structure appropriate to task, purpose, and audience. - Write reasoned and supported arguments to support claims in an analysis of substantive topics or texts. - Write routinely over extended and shorter time frames for research, revision, and reflection and for a range of tasks, purposes, and audiences, including participating in discussions.			
Unit 4: Fight for Your Right <i>Course Objectives</i> - CO1 - CO2 - CO3 - CO4 - CO5 - CO6 - CO7 - CO8 - CO9 <i>Unit Objectives:</i> - Analyze an author's point of view or purpose in informational text, focusing on how style and content contributes to the effectiveness of rhetoric.	StrongMind English 3 (1of2) online curriculum. Instructional tools to aid learning include: - Videos - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project #2: Argument Essay Writing Project, Part 1 In this project, you'll research, plan, organize, develop, write, and	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
- Analyze the themes, purposes, and rhetorical features of foundational US documents. - Apply technology to produce and update writing. - Build vocabulary knowledge of academic and domain-specific terms. - Consult reference materials to determine the pronunciation and meaning of words while evaluating their features and purpose. - Evaluate the premises, purposes, and arguments in works of public advocacy and seminal US texts, including constitutional principles and use of legal reasoning. - Read and demonstrate understanding of grade-level informational text. - Write informational texts to examine and convey complex ideas and information with a structure appropriate to task, purpose, and audience. - Write reasoned and supported arguments to support claims in an analysis of substantive topics or texts. - Write routinely over extended and shorter time frames for research, revision, and reflection and for a range of tasks, purposes, and audiences, including participating in discussions.		publish an argumentative essay on a topic of your choice.	
Unit 5: Everybody Talks Course Objectives - CO1 - CO2 - CO3 - CO4 - CO6 - CO7 - CO8 - CO9	StrongMind English 3 (1of2) online curriculum. Instructional tools to aid learning include: Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you	Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
<i>Unit Objectives:</i> • Write informational texts to examine and convey complex ideas and information with a structure appropriate to task, purpose, and audience. • Analyze an author's use of style and rhetorical devices and appeals, including how they influence the audience. • Analyze the themes, purposes, and rhetorical features of foundational US documents. • Apply technology to produce and update writing. • Build vocabulary knowledge of academic and domain-specific terms. • Read and demonstrate understanding of grade-level informational text. • Spell correctly. • Write reasoned and supported arguments to support claims in an analysis of substantive topics or texts. • Write routinely over extended and shorter time frames for research, revision, and reflection and for a range of tasks, purposes, and audiences, including participating in discussions.		learned throughout the unit. Project #2: Argument Essay Writing Project, Part 1 In this project, you'll research, plan, organize, develop, write, and publish an argumentative essay on a topic of your choice.	
Unit 6: The World We Live In <i>Course Objectives</i> • CO1 • CO2 • CO3 • CO5 • CO7 • CO8 • CO9 <i>Unit Objectives:</i>	StrongMind English 3 (1of2) online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
• Analyze an author's use of point of view, style, and rhetorical devices and appeals, including how they influence the audience. • Analyze figures of speech and the nuances in the meaning of words with similar denotations. • Analyze informational accounts, comparing features and details in different mediums. • Analyze the effectiveness of how authors use structural elements to support or develop the elements of an argument or exposition within a text. • Analyze the themes, purposes, and rhetorical features of foundational US documents. • Apply standard English conventions to writing. • Build vocabulary knowledge of academic and domain-specific terms. • Cite textual evidence to analyze the development of central ideas in informational text. • Consult reference materials to determine the pronunciation and meaning of words. • Describe different context clues to help determine or clarify the meaning of unknown and multiple-meaning words and phrases. • Write routinely over extended and shorter time frames for research, revision, and reflection and for a range of tasks, purposes, and audiences, including participating in discussions.			Engage in class discussion on topics found in the unit.

Student Course Overview

ENG III: Eleventh Grade Language Arts – Semester 2 of 2

Course Objectives (CO):

- CO1. Analyze explicit and implicit meaning, themes, central ideas, point of view, structural elements, and dramatic and narrative elements in literary texts.
- CO2. Apply grade-level-appropriate techniques and skills to create presentations and review material.
- CO3. Compose a fictional narrative and a literary analysis essay.
- CO4. Demonstrate mastery of the conventions of standard English.
- CO5. Determine the meaning and effect of figurative and connotative words in literary text.
- CO6. Determine the meanings of academic and domain-specific words and phrases.
- CO7. Participate in collaborative discussions and presentations while effectively integrating and presenting information from multiple sources.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: Something's Gotten Hold of My Heart Course Objectives • CO1 • CO2 • CO4 • CO5 • CO6 • CO7 Unit Objectives: • Analyze the development and interaction of plot, characterization, and setting in literary text. • Build vocabulary knowledge of academic and domain-specific terms. • Cite textual evidence to support meaning in literary text. • Draw evidence from a literary text to support reflection or analysis. • Read and demonstrate understanding of grade-level literature. • Write routinely over extended and shorter time frames for research, revision, and reflection and for a range of tasks, purposes, and audiences, including participating in discussions.	StrongMind English online curriculum. Instructional tools to aid learning include: • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Write using patterns of word changes to indicate different meaning or parts of speech.			
Unit 2: The Unforgettable Fire Course Objectives - CO1 - CO2 - CO3 - CO4 - CO5 - CO6 - CO7 Unit Objectives: - Analyze the development and interaction of plot, characterization, and setting in literary text. - Build vocabulary knowledge of academic and domain-specific terms. - Cite textual evidence to support meaning in literary text. - Draw evidence from a literary text to support reflection or analysis. - Read and demonstrate understanding of grade-level literature. - Write routinely over extended and shorter time frames for research, revision, and reflection and for a range of tasks, purposes, and audiences, including participating in discussions. - Write using patterns of word changes to indicate different meaning or parts of speech.	StrongMind English online curriculum. Instructional tools to aid learning include: <i>Interactive</i> <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 1: Narrative Essay Writing In this project, you'll develop a fictional narrative essay.	Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 3: She's a Mystery to Me Course Objectives - CO1 - CO2 - CO3 - CO4 - CO5 - CO6 - CO7 Unit Objectives:	StrongMind English online curriculum. Instructional tools to aid learning include: <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
- Analyze similar themes and topics across foundational works of American literature. - Analyze the development and interaction of themes and central ideas over the course of a literary text, including the structure's effect on meaning and aesthetics. - Apply technology to produce and update writing. - Build vocabulary knowledge of academic and domain-specific terms. - Compose narratives with an introduction and a logical, smooth series of events. - Determine clear and coherent ideas of development, organization, and style for a writing task. - Draw evidence from a literary text to support reflection or analysis. - Read and demonstrate understanding of grade-level literature. - Write in active and passive voice. - Write routinely over extended and shorter time frames for research, revision, and reflection and for a range of tasks, purposes, and audiences, including participating in discussions.		Project 1: Narrative Essay Writing In this project, you'll develop a fictional narrative essay.	
Unit 4: Wild, Wild Life Course Objectives - CO1 - CO2 - CO3 - CO4 - CO5 - CO6 - CO7 Unit Objectives: - Analyze similar themes and topics across foundational works of American literature. - Analyze the development and interaction of themes and central ideas over the course of a literary text, including the structure's effect on meaning and aesthetics.	StrongMind English online curriculum. Instructional tools to aid learning include: <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 2: Literary Analysis Essay Writing In this project, you'll develop a literary analysis essay.	Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
• Apply technology to produce and update writing. • Build vocabulary knowledge of academic and domain-specific terms. • Compose narratives with an introduction and a logical, smooth series of events. • Determine clear and coherent ideas of development, organization, and style for a writing task. • Draw evidence from a literary text to support reflection or analysis. • Read and demonstrate understanding of grade-level literature. • Write in active and passive voice. • Write routinely over extended and shorter time frames for research, revision, and reflection and for a range of tasks, purposes, and audiences, including participating in discussions.			
Unit 5: Another World Course Objectives • CO1 • CO2 • CO3 • CO4 • CO5 • CO6 • CO7 Unit Objectives: • Analyze similar themes and topics across foundational works of American literature. • Analyze the development and interaction of themes and central ideas over the course of a literary text, including the structure's effect on meaning and aesthetics. • Apply technology to produce and update writing. • Build vocabulary knowledge of academic and domain-specific terms. • Compose narratives with an introduction and a logical, smooth series of events.	StrongMind English online curriculum. Instructional tools to aid learning include: • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 2: Literary Analysis Essay Writing In this project, you'll develop a literary analysis essay.	Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
• Determine clear and coherent ideas of development, organization, and style for a writing task. • Draw evidence from a literary text to support reflection or analysis. • Read and demonstrate understanding of grade-level literature. • Write in active and passive voice. • Write routinely over extended and shorter time frames for research, revision, and reflection and for a range of tasks, purposes, and audiences, including participating in discussions.			
Unit 6: How's It Gonna End Course Objectives • CO1 • CO2 • CO4 • CO5 • CO6 • CO7 Unit Objectives: • Analyze similar themes and topics across foundational works of American literature. • Analyze the development and interaction of themes and central ideas over the course of a literary text, including the structure's effect on meaning and aesthetics. • Apply technology to produce and update writing. • Build vocabulary knowledge of academic and domain-specific terms. • Compose narratives with an introduction and a logical, smooth series of events. • Determine clear and coherent ideas of development, organization, and style for a writing task. • Draw evidence from a literary text to support reflection or analysis. • Read and demonstrate understanding of grade-level literature.	StrongMind English online curriculum. Instructional tools to aid learning include: • <i>Discussion</i>	Final Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the course.	Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
• Write in active and passive voice. • Write routinely over extended and shorter time frames for research, revision, and reflection and for a range of tasks, purposes, and audiences, including participating in discussions.			

Student Course Overview

English IV Advanced Rhetoric and Composition Semester 1 of 2 Course Objectives (CO):

- CO1. Explain how an author develops and presents key points, premises, main claims, reasons, and evidence.
- CO2. Explain and analyze rhetorical appeals and logical fallacies for effect, power, and interest.
- CO3. Analyze an argument by evaluating the claims and counterclaims.
- CO4. Analyze evidence for validity, relevance, and sufficiency.
- CO5. Explain and analyze the development of central ideas, details, organization, and purposes.
- CO6. Use appropriate development, organization, and style appropriate to task, purpose, and audience.
- CO7. Draw evidence from literary texts to support analysis.
- CO8. Show mastery of the conventions of standard English.
- CO9. Use context and knowledge of nuance and figurative language to enhance writing.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: Screen Time Course Objectives - CO8 - CO9 Unit Objectives: - Cite strong and thorough evidence to support meaning. - Explain inferences and instances of uncertainty. - Analyze development of central ideas and interactions in informational text. - Build vocabulary knowledge of academic and domain-specific terms. - Explain changing or contested usage. - Use context to determine meaning. - Determine task, purpose, and audience for writing. - Identify elements of clear and coherent writing. - Distinguish between relevant and irrelevant evidence. - Produce short writing for varied tasks. - Participate in collaborative discussions and presentations.	StrongMind English IV Advanced Rhetoric and Composition online curriculum. Instructional tools to aid learning include: - Videos - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project #1: Informative Essay, Part 1 In this project, you'll write an informational essay. Part 1 includes identifying the style and tone of the text, identifying and describing different kinds of evidence, evaluating different kinds of evidence, and writing an objective summary.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 2: Looking Inward <i>Course Objectives</i> • CO2 • CO8 • CO9 <i>Unit Objectives:</i> • Identify and analyze figurative, connotative, and technical terms. • Analyze the development of rhetoric and evaluate an argument. • Analyze figures of speech and literary devices in context. • Build vocabulary knowledge of academic and domain-specific terms. • Synthesize multiple sources and conduct research to answer a question or solve a problem. • Identify and correctly cite credible sources. • Produce short writing for varied tasks. • Participate in collaborative discussions and presentations.	StrongMind English IV Advanced Rhetoric and Composition online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project #1: Informative Essay, Part 2 In this project, you'll write an informational essay. Part 2 includes planning and generating ideas, developing a thesis and outline, evaluating and researching sources, analyzing research and synthesize information, and using and citing sources.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 3: Going Green and Clean <i>Course Objectives</i> • CO4 • CO8 • CO9 <i>Unit Objectives:</i> • Analyze structure in informational text and evaluate its effectiveness. • Determine an author's point of view or purpose in informational text. • Analyze informational accounts and compare details in different mediums. • Identify and analyze figurative, connotative, and technical terms. • Apply knowledge of language to make effective choices for meaning or style. • Use reference materials to determine pronunciation and meaning of words.	StrongMind English IV Advanced Rhetoric and Composition online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project #1: Informative Essay, Part 3 In this project, you'll write an informational essay. Part 3 includes developing the introduction and body paragraphs and	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
• Write informational texts to examine and convey complex ideas and information. • Use multimedia components in composition. • Participate in collaborative discussions and presentations.		conclusion; revising for content and style; and editing and publishing your essay.	
Unit 4: An American Dream <i>Course Objectives</i> • CO1 • CO2 • CO3 • CO4 • CO5 • CO6 • CO8 <i>Unit Objectives:</i> • Analyze an author's use of rhetoric to advance a point of view or purpose. • Build vocabulary knowledge of academic and domain-specific terms. • Determine an author's point of view or purpose in informational text. • Analyze themes, purposes, and rhetorical features in US documents. • Use patterns of word changes to indicate meaning and part of speech. • Explain changing or contested usage. • Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric. • Write an argument that develops claims and counterclaims with relevant evidence. • Respond thoughtfully to diverse perspectives.	StrongMind English IV Advanced Rhetoric and Composition online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project #2: Argument Essay, Part 1 In this project, you'll an argument essay. Part 1 includes understand your audience and developing an argument, developing a thesis from claims and reasons, using evidence as support, looking at counterclaims, and determining organizational structure.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 5: For the Sake of Argument <i>Course Objectives</i> • CO1 • CO3 • CO4 • CO5 • CO6 • CO8 <i>Unit Objectives:</i>	StrongMind English IV Advanced Rhetoric and Composition online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
- Describe and evaluate the argument and claims in informational text. - Evaluate legal reasoning and the application of constitutional principles in seminal US texts. - Build vocabulary knowledge of academic and domain-specific terms. - Use hyphens correctly. - Apply an understanding of syntax to reading of complex texts. - Write an argument that develops claims and counterclaims with relevant evidence. - Use formal style and varied syntax when writing. - Participate in discussions by referring to evidence from text and other research to support topics or issues.		of the material you learned throughout the unit. Project #2: Argument Essay, Part 2 In this project, you'll write an argument essay. Part 2 includes developing the introduction, body paragraphs, and conclusion; revising for content and style; and editing and publishing your essay.	Discussion Board Engage in class discussion on topics found in the unit.
Unit 6: The World We Live In <i>Course Objectives</i> - CO1 - CO2 - CO5 - CO7 - CO8 - CO9 <i>Unit Objectives:</i> - Cite strong and thorough evidence to support meaning. - Explain inferences and instances of uncertainty. - Identify and analyze figurative, connotative, and technical terms. - Analyze structure in informational text and evaluate its effectiveness. - Analyze the development of rhetoric and evaluate an argument. - Analyze informational accounts and compare details in different mediums. - Analyze themes, purposes, and rhetorical features in US documents. - Vary syntax when writing. - Apply knowledge of language to make effective choices for meaning or style. - Demonstrate comprehension of grade-level texts.	StrongMind English IV Advanced Rhetoric and Composition online curriculum. Instructional tools to aid learning include: <i>Videos</i> <i>Discussion</i>	Final Exam In lesson 30 you will take an exam that will assess your understanding of the material you learned throughout the course.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Student Course Overview

Geometry– Semester 2 Course Objectives (CO):

- CO1. Write geometric proofs involving slope and properties of lines.
- CO2. Use coordinates to prove theorems and solve problems.
- CO3. Use formulas and theorems to derive equations and solve problems.
- CO4. Identify and describe relationships within circles.
- CO5. Calculate the volume of three-dimensional figures.
- CO6. Apply geometric models to describe objects and solve problems.
- CO7. Identify objects generated by rotations and shapes of cross-sections.
- CO8. Explain conditional probability and independence.
- CO9. Calculate and estimate probability using rules and two-way frequency tables.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: Coordinate Geometry: Slope and Midpoints Course Objectives • CO1 • CO2 Unit Objectives: • Prove properties of parallel and perpendicular lines related to their slopes. • Write equations of parallel and perpendicular lines. • Use slope and midpoint in coordinate proofs. • Use the midpoint formula to find coordinates of midpoints and endpoints of segments. • Find the location of a point on a directed line segment that partitions the segment.	StrongMind Geometry online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 2: Coordinate Geometry: Distance Formula Course Objectives • CO2 • CO3 Unit Objectives: • Find the distance between two points in a coordinate plane. • Write the equation of a circle in standard form. • Write coordinate proofs related to parallelograms and circles using the distance formula. • Derive the equation of a parabola from given information. • Calculate perimeters and areas of polygons in the coordinate plane. • Analyze the equation of a circle to identify key features.	StrongMind Geometry online curriculum. Learning tools to aid learning include: • <i>Videos</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 1: Parabolas In this activity, you'll apply the distance formula and a new way to define parabolas to derive equations of parabolas.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.
Unit 3: Circles: Line and Segment Relationships Course Objectives • CO4 Unit Objectives • Identify tangent lines and segments, secant lines and segments, and chords. • Use theorems to find measures related to a circle. • Construct a circumscribed and inscribed circle of a triangle.	StrongMind Geometry online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Visual Concepts</i> • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit you will take an exam that will assess your understanding of the material you learned throughout the unit. Construction Project 2: Circumscribed Circle of a Triangle In this activity, you'll construct a circumscribed circle by completing a geometric construction. Construction Project 3: Inscribed Circle of a Triangle In this activity, you'll	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
		construct a circle that is inscribed in a triangle by completing a geometric construction.	
Unit 4: Similarity and Arc Measures in Circles Course Objectives • CO4 • CO6 Unit Objectives • Prove that all circles are similar. • Understand relationships between arcs and angles and use formulas to find measures. • Inscribe other shapes inside a circle. • Find the measure of an angle in radians. • Find the area of circle sectors. • Use geometric shapes, their measures, and their properties to describe objects.	StrongMind Geometry online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit you will take an exam that will assess your understanding of the material you learned throughout the unit. Construction Project 4: Inscribe an Equilateral Triangle in a Circle In this activity, you'll construct an equilateral triangle inscribed in a circle by completing a geometric construction. Construction Project 5: Inscribe a Square in a Circle In this activity, you'll construct a square inscribed in a circle by completing a geometric construction.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 5: Three-Dimensional Figures Course Objectives • CO5 • CO6 • CO7 Unit Objectives • Explain the formula for the volume of pyramids and cones. • Solve design problems that involve volume. • Calculate the volume of three-dimensional figures.	StrongMind Geometry online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Visual Concepts</i> • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
- Identify two-dimensional cross sections of three-dimensional objects. - Identify three-dimensional objects created by rotations of two-dimensional objects. - Solve problems involving density.		Construction Project 6: Inscribe a Regular Hexagon in a Circle In this activity, you'll construct a regular hexagon inscribed in a circle by completing a geometric construction.	Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 6: Probability Course Objectives - CO8 - CO9 Unit Objectives - Identify events in probability experiments and calculate the probabilities. - Solve problems that involve the probability of independent and dependent events. - Construct two-way frequency tables and use them to calculate conditional probabilities. - Calculate probabilities of mutually exclusive events and overlapping events.	StrongMind Geometry online curriculum. Instructional tools to aid learning include: - Videos - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit you will take an exam that will assess your understanding of the material you learned throughout the unit. Final Exam The course concludes with an exam to assess what you learned throughout the course.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Student Course Overview

HST201 US History – Semester 1of2 Course Objectives (CO):

- CO1. Compare and contrast the influences that shaped the New England, middle, and southern colonies.
- CO2. Describe the early events and policies that shaped the newly formed the US government.
- CO3. Describe the impacts of industrialization over time.
- CO4. Describe the process and causes of western expansion and America's territorial growth.
- CO5. Examine the philosophical foundations of the United States.
- CO6. Explain the causes, effects, and lasting significance of the American Civil War.
- CO7. Explain the impact of social and political developments near the turn of the twentieth century.
- CO8. Explain the impact that Europeans and American Indians had on one another in the colonial period.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: A New World Course Objectives - CO1 - CO2 - CO8 Unit Objectives: - Examine the impact of Europeans on natives of the Americas by analyzing cultural, economic, geographic, and biological conditions. - Describe the reasons that Europeans decided to colonize the Americas by discussing religious and economic reasons for migration. - Explain the impact of natives of the Americas on Europeans by describing the economic impact of North American goods on European markets. - Examine the characteristics of Prehistoric North American cultures by studying their locations and features on a map.	StrongMind US HISTORY online curriculum. Instructional tools to aid learning include: - Videos - Interactives - Primary Sources - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 2: Birth of America Course Objectives - CO2 Unit Objectives: - Describe the conflicts in the United States under the Articles of Confederation by assessing the policies and events that led to the Philadelphia Convention. - Examine the difficulties in creating and ratifying the Constitution and the Bill of Rights by analyzing debates. - Analyze the significant impact of George Washington's presidency by examining the precedents he set. - Describe the creation of political parties by Thomas Jefferson and Alexander Hamilton by analyzing primary source documents containing each leader's political beliefs. - Analyze the political transformation of the United States as a developing nation during the presidency of Thomas Jefferson by examining Jefferson's political philosophy and actions. - Examine the development of the Supreme Court as an equal branch of the United States government through the establishment of judicial review by analyzing the impact of the cases Marbury v. Madison and McCulloch v. Maryland. - Trace the expansion of the United States as a result of the Louisiana Purchase by discussing its economic, scientific, and cultural influences on western exploration and migration. - Describe the causes and effects of the War of 1812 by reviewing the policies and actions of Great Britain, France, and the United States. - Explain the impact of improvements in transportation and manufacturing by examining causes and effects of the Market Revolution.	StrongMind US HISTORY online curriculum. Instructional tools to aid learning include: - Videos - Interactives - Primary Sources - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 3: Westward Expansion Course Objectives - CO4 - CO5 Unit Objectives: - Examine the unifying and divisive nature of Andrew Jackson's presidency by analyzing the election of 1828, the nullification crisis, and the Bank War. - Describe the impact of Andrew Jackson's presidency on the eastern American Indian tribes by assessing the effects of the Indian Removal Act and the Trail of Tears. - Describe the connection between Christianity and westward expansion by examining the work of missionaries like Father Kino and Methodist circuit riders. - Trace the movement of American settlers westward by examining the features of western trails on a map. - Explain the cultural and political motives for westward expansion by analyzing the philosophy of Manifest Destiny. - Analyze the growth of sectionalism by evaluating the effects of the Missouri Compromise and the Compromise of 1850. - Explain the role of abolitionists in the issue of slavery by reviewing their literature and activism. - Explain the connection between slavery and states' rights by evaluating the effects of the Fugitive Slave Act. - Identify the economic and cultural differences between the North, South, and West by evaluating their economic foundations and social structures. - Identify how expanding slavery into the territories led to the Civil War by assessing the conflicts that emerged with the Kansas-Nebraska Act and "Bleeding Kansas."	StrongMind US HISTORY online curriculum. Instructional tools to aid learning include: - Videos - Interactives - Primary Sources - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project: CCOT Essay In this project, you'll analyze major changes and continuities in the lives of African Americans during the 19th century. This can refer to social, political, or economic changes. You will use what you have learned in this course as well as outside research to write your essay.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
- Explain the intensification of sectionalism over slavery by reviewing the effects of the Dred Scott decision. - Evaluate the credibility of historical sources and synthesize historical information into an argument by writing a five-paragraph essay.			
Unit 4: The Civil War Course Objectives - CO6 Unit Objectives: - Analyze the war-making capabilities of the North and the South at the start of the Civil War by evaluating their resources. - Determine the outcome of key Civil War events by evaluating the role of specific leaders. - Analyze the impact of the Anaconda Plan by describing the effective elements that impacted the course of the war. - Evaluate the impact of the Battle of Antietam on the progress of the Civil War by analyzing its effects on the Emancipation Proclamation. - Analyze the importance of military technology in the Civil War by reviewing the technology used during the war. - Examine the medical advancements during the Civil War by evaluating new practices. - Analyze the effect of the Civil War on civilian populations by describing the draft riots. - Describe how the Civil War became centrally about slavery by analyzing the causes and effects of the Emancipation Proclamation. - Evaluate the major turning points of the Civil War by analyzing the outcome of the siege of Vicksburg, Battle of Gettysburg, and Sherman's March to the Sea.	StrongMind US HISTORY online curriculum. Instructional tools to aid learning include: - Videos - Interactives - Primary Sources - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project: CCOT Essay In this project, you'll analyze major changes and continuities in the lives of African Americans during the 19th century. This can refer to social, political, or economic changes. You will use what you have learned in this course as well as outside research to write your essay.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Evaluate the credibility of historical sources and synthesize historical information into an argument by writing a five-paragraph essay.			
Unit 5: Reconstructing America Course Objectives - CO3 - CO7 Unit Objectives: - Analyze the various Reconstruction plans by comparing each plan and its impact on reintroducing southern states into the Union. - Explain how political turmoil continued after the Civil War by analyzing the assassination of Abraham Lincoln and the impeachment of Andrew Johnson. - Explain how life changed for African Americans during Reconstruction by examining the effects of the Thirteenth, Fourteenth, and Fifteenth Amendments. - Explain how African Americans faced continued discrimination after the Civil War by analyzing the rise of Jim Crow laws and the Ku Klux Klan. - Explain how the US economy expanded during the Second Industrial Revolution by evaluating innovations in manufacturing and transportation, and the rise of Big Business. - Identify the continued mistreatment of American Indians by analyzing the causes and effects of the Indian Wars and the Dawes Act. - Explain the rise of populism by analyzing the plight of farmers and the free silver issue in the West. - Explain how workers responded to the Second Industrial Revolution by	StrongMind US HISTORY online curriculum. Instructional tools to aid learning include: - Videos - Interactives - Primary Sources - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project: CCOT Essay In this project, you'll analyze major changes and continuities in the lives of African Americans during the 19th century. This can refer to social, political, or economic changes. You will use what you have learned in this course as well as outside research to write your essay.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
evaluating the rise of the labor union movement. • Explain changes in immigration in the late 19th century by studying graphs of immigration data. • Identify the rise of the conservation movement by examining the work of John Muir. • Evaluate the credibility of historical sources and synthesize historical information into an argument by writing a five-paragraph essay.			
Unit 6: Unit Review Course Objectives • CO1 • CO2 • CO3 • CO4 • CO5 • CO6 • CO7 • CO8 Unit Objectives: • Compare and contrast the influences that shaped the New England, middle, and southern colonies. • Describe the early events and policies that shaped the newly formed the US government. • Describe the impacts of industrialization over time. • Describe the process and causes of western expansion and America's territorial growth. • Examine the philosophical foundations of the United States. • Explain the causes, effects, and lasting significance of the American Civil War. • Explain the impact of social and political developments near the turn of the twentieth century. • Explain the impact that Europeans and American Indians had on one another in the colonial period.	StrongMind US HISTORY online curriculum. Instructional tools to aid learning include: • <i>Vocabulary Review</i>	Project: CCOT Essay In this project, you'll analyze major changes and continuities in the lives of African Americans during the 19th century. This can refer to social, political, or economic changes. You will use what you have learned in this course as well as outside research to write your essay.	

Unit Objectives	Materials and Instructional Tools	Assessments & Projects	Activities

HST201 American History A

Unit	Lesson	Objectives
1	1	Describe early cultures on the American continent prior to European exploration.
1	1	Identify the impact of Europeans on natives of the Americas.
1	1	Identify the impact of natives of the Americas on Europeans.
1	1	Describe the reasons that Europeans decided to colonize the Americas.
1	2	Compare and contrast the influences that shaped the New England, middle, and southern colonies.
1	2	Describe the influences of early colonial leaders on the development of the colonies.
1	3	Identify the influence of the political and legal system of Great Britain on colonists and their desire to declare independence.
1	3	Determine the impact of the French and Indian War on taxation policies in the colonies.
1	3	Identify colonial reaction to British taxation that led to the American Revolution.
1	4	Explain the influence of Enlightenment thinkers on the American Revolution.
1	4	Describe the significance of the Battle of Bunker Hill.
1	4	Describe the significance of the Battle of Saratoga.
1	5	Describe the significance of the Battle of Yorktown.
2	6	Describe the conflicts in the United States under the Articles of Confederation.
2	6	Explain the compromises made during the Philadelphia Convention that led to the creation and passage of the US Constitution.
2	6	Describe the difficulties in ratifying the US Constitution.
2	7	Explain deteriorating relations with France during the Adams administration by analyzing the XYZ Affair and Quasi-War.
2	7	Describe the development and ratification of the Bill of Rights.
2	7	Discuss the economic policies established by Alexander Hamilton.
2	7	Describe the creation of political parties.
2	8	Identify physical, political, and thematic information on a map.
2	8	Trace the expansion of the United States as a result of the Louisiana Purchase.
2	8	Examine the development of the Supreme Court as an equal branch of the United States government through the establishment of judicial review.
2	9	Discuss the events that transpired during the War of 1812.
2	9	Describe what events led to the War of 1812.
2	10	Explain the impact of the War of 1812.
2	10	Identify the foreign policy goals of the Monroe and Adams administrations.
2	10	Explain the impact of transportation developments.
3	11	Describe the impact of Jacksonian Democracy on the eastern Native American tribes.

3	11	Explain the conflict between US regions.
3	12	Describe the economic and geographic influences on American explorers and settlers.
3	12	Trace the growth of the United States.
3	12	Describe the connection between Christianity and westward expansion.
3	13	Describe the causes, events, and impact of the Texas Revolution.
3	13	Explain the acquisition of the Mexican Cession and the Gadsden Purchase.
3	14	Explain the role of abolitionists in the issue of slavery.
3	14	Explain the connection between slavery and states' rights.
3	15	Explain the role of abolitionists in the issue of slavery.
3	15	Identify how expanding slavery into the territories led to the Civil War.
3	15	Describe the impact of the Compromise of 1850.
3	15	Discuss the impact of the Election of 1860 on Southern secession.
3	15	Identify the economic and cultural differences between the North, South, and West.
4	16	Explain the causes of secession.
4	16	Describe the war-making capabilities of the North and the South at the start of the Civil War.
4	16	Determine the outcome of key Civil War events.
4	17	Explain the impact of the Battle of Antietam on the progress of the Civil War.
4	17	Explain the impact of the Anaconda Plan.
4	17	Describe the importance of military technology on the Civil War.
4	17	Describe the importance of military leaders on the Civil War.
4	18	Describe the importance of civilian leaders on the Civil War.
4	18	Explain the effect of civilian involvement in the Civil War.
4	19	Describe the final battles of the Civil War.
4	19	Describe the importance of military and civilian leaders on the Civil War.
4	19	Explain the impact of the major Civil War battles of 1863.
4	19	Describe the importance of military leaders on the Civil War.
4	20	Describe the final battles of the Civil War.
4	20	Describe the importance of military and civilian leaders on the Civil War.
4	20	Explain the impact of psychological warfare.
4	20	Explain the ratification and application of the Thirteenth Amendment.
4	20	Describe the final battles of the Civil War.
5	21	Explain the effect of Lincoln's assassination on Reconstruction.
5	21	Explain Johnson's impeachment on Reconstruction.
5	21	Explain the progress of civil rights after the Civil War.

5	21	Explain the impact of political scandal on the United States.
5	21	Trace the expansion of the United States.
5	22	Explain the impact of the Indian Wars on the transformation of the United States during the late 19th century.
5	22	Explain the impact of political scandal on the United States.
5	22	Explain the ratification and application of the Fifteenth Amendment.
5	23	Describe the impact of the Indian Wars on the growth of the United States in the late 19th century.
5	23	Explain the transformation of the United States.
5	23	Explain the impact of the Indian Wars.
5	24	Explain how industrialization transformed the American economy beginning in the late 19th century.
5	24	Trace the transformation of the United States.
5	24	Describe the impact of Social Darwinism on treatment of citizens in the United States.
5	24	Describe how the growth of industry affected citizens and increased immigration in the United States.
5	25	Describe how the growth of industry affected immigrants in the United States.
5	25	Explain the influence of civil rights pioneers on the development of American society.
5	25	Describe the influence of civil rights struggles on the development of American society.
5	25	Describe the emergence of the Social Gospel Movement.
6	26	Describe the effects of industrialization.
6	26	Explain the effects of urban political machines.
6	26	Describe the influence of mass media on American society in the late 19th century.
6	27	Describe events that led to American imperialism during the late 19th and early 20th centuries.
6	27	Describe America's role in the Panama Revolution and the building of the Panama Canal.
6	27	Explain events that led to American imperialism during the late 19th and early 20th centuries.
6	27	Explain the transformation of the United States.
6	28	Describe the establishment and impact of the Federal Reserve and the ratification of the Sixteenth Amendment.
6	28	Describe the domestic events that promoted the advancement of civil rights in the United States.
6	28	Describe the domestic events that curtailed the advancement of civil rights in the United States.
6	28	Evaluate the credibility of historical sources and synthesize historical information into an argument.
6	29	Describe the outbreak of World War I.
6	29	Trace the technological advances of World War I.
6	29	Describe America's isolationist stance in foreign policy and its impact on World War I.

Student Course Overview

Math 8 – Semester 1 Course Objectives (CO):

- CO1. Rewrite numbers and expressions using properties and operations.
- CO2. Identify and classify rational and irrational numbers.
- CO3. Write and solve equations in one or two variables and describe the solutions.
- CO4. Represent, interpret, and compare proportional relationships given in different forms including graphs, tables, and equations.
- CO5. Describe slope and derive equations for linear situations using similar triangles.
- CO6. Represent, interpret, and compare linear relationships in different forms, including graphs and equations.
- CO7. Graph and compare irrational numbers and expressions.
- CO8. Define, identify, describe, evaluate, and compare functions.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: Rational Numbers Course Objectives • CO1 • CO2 • CO3 Unit Objectives: • Perform operations on rational numbers. • Identify perfect squares and perfect cubes. • Evaluate square roots and cube roots. • Solve equations using square roots and cube roots. • Identify and classify rational numbers. • Represent rational numbers in fractional and decimal forms.	StrongMind Math 8 online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Interactives</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 2: Exploring Irrational Numbers Course Objectives • CO2 • CO7 Unit Objectives: • Define and identify irrational numbers. • Identify irrational square roots. • Estimate the values of irrational numbers and expressions. • Graph irrational numbers on a number line. • Compare the values of irrational numbers and expressions.	StrongMind Math 8 online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Interactives</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.
Unit 3: Working with Equations Course Objectives • CO3 Unit Objectives: • Determine the number of solutions of linear equations. • Solve simple linear equations. • Solve multistep linear equations by combining and collecting like terms. • Solve multistep linear equations using the Distributive Property. • Write and solve equations that represent situations.	StrongMind Math 8 online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 4: Visualizing Relationships Course Objectives • CO3 • CO4 • CO5 • CO6 • CO8 Unit Objectives:	StrongMind Math 8 online curriculum. Instructional tools to aid learning include: • <i>Videos</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
• Use proportions to find equal ratios. • Calculate and compare slopes of linear relationships using the slope formula. • Explain why slopes of lines are constant using similar triangles. • Describe relationships between two variables shown in graphs. • Create graphs to represent relationships between two variables in real-world situations.		of the material you learned throughout the unit.	readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.
Unit 5: Linear Equations Course Objectives • CO3 • CO4 • CO6 • CO8 Unit Objectives: • Graph and compare proportional relationships. • Find slopes and write equations for proportional relationships. • Write linear equations from information presented in graphs, tables, and verbal descriptions. • Define and identify functions. • Identify and compare properties of functions. • Rewrite linear equations in different forms.	StrongMind Math 8 online curriculum. Instructional tools to aid learning include: • <i>Videos</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project: Family Trip In this project, you'll apply what you know about writing and solving equations to planning a family vacation.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.
Unit 6: Exploring Linear Functions Course Objectives • CO3 • CO6 • CO8 Unit Objectives: • Identify function values from graphs. • Evaluate linear functions using given values. • Graph linear functions using tables and equations. • Identify and compare properties of linear functions.	StrongMind Math 8 online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Interactives</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Final Exam	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
• Identify and interpret rates of change and initial values of linear functions in situations. • Write equations that represent linear functions.		The course concludes with an exam to assess what you learned throughout the course.	Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.

Student Course Overview

SCI101 Physical Science A

Course Objectives (CO):

- CO1. Apply scientific processes to conduct investigations and report the results.
- CO2. Examine how investigations and research in chemistry are important to gaining historical perspective and understanding the societal value of scientific advances.
- CO3. Describe, predict, and make use of the chemical properties of a substance.
- CO4. Describe the structure of a substance.
- CO5. Describe, predict, and make use of physical properties of substances.
- CO6. Predict the outcome of a chemical reaction.
- CO7. Use logical thinking to identify relationships and draw conclusions.
- CO8. Use the laws of conservation and the kinetic molecular theory to predict the outcome of a change.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: Science Matters Course Objectives CO1. Apply scientific processes to conduct investigations and report the results. CO3. Describe, predict, and make use of the chemical properties of a substance. CO4. Describe the structure of a substance. CO5. Describe, predict, and make use of physical properties of substances. CO6. Predict the outcome of a chemical reaction. Unit Objectives: - Create the necessary components of a scientific experiment and communicate the results. - Differentiate between physical and chemical properties. - Explain the basic building blocks of substances. - Explain the process by which scientific research is shared and develops into laws and theories.	StrongMind science online curriculum. Instructional tools to aid learning include: <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 1: Scientific Process In this project, you'll apply what you've learned about the scientific process.	Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 2: Matter and Atoms Course Objectives CO1. Apply scientific processes to conduct investigations and report the results. CO3. Describe, predict, and make use of the chemical properties of a substance. CO4. Describe the structure of a substance. CO6. Predict the outcome of a chemical reaction. CO7. Use logical thinking to identify relationships and draw conclusions. CO8. Use the laws of conservation and the kinetic molecular theory to predict the outcome of a change. Unit Objectives: • Apply the conservation of mass and energy to real-life scenarios. • Conduct an experiment with consideration for safety procedures. • Describe the history of the atomic model. • Explain how the scientific understanding of fluids was developed by multiple scientists over time. • Graph scientific data and interpret the results. • Use the kinetic molecular theory to explain the relationship between energy and the states of matter. • Write extended responses to prompts about scientific concepts.	StrongMind science online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 2: Phase Changes In this project, you'll apply what you learned about phase changes.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Discussion Board Engage in class discussion on topics found in the unit.
Unit 3: Periodic Table and Bonding Course Objectives CO2. Examine how investigations and research in chemistry are important to gaining historical perspective and understanding the societal value of scientific advances. CO3. Describe, predict, and make use of the chemical properties of a substance. CO4. Describe the structure of a substance. CO5. Describe, predict, and make use of physical properties of substances. CO6. Predict the outcome of a chemical reaction.	StrongMind science online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
CO8. Use the laws of conservation and the kinetic molecular theory to predict the outcome of a change. Unit Objectives: - Describe the history and development of the periodic table. - Create the necessary components of a scientific experiment and communicate the results. - Explain the properties of elements using trends on the periodic table. - Interpret and use chemical formulas and models. - Predict the type of bond that will form between atoms and the properties of the substance formed. - Write extended responses to prompts about scientific concepts.		Project 3: Bonding and the Periodic Table In this project, you'll apply what you learned about the periodic table.	
Unit 4: Chemical and Nuclear Reactions Course Objectives CO1. Apply scientific processes to conduct investigations and report the results. CO2. Examine how investigations and research in chemistry are important to gaining historical perspective and understanding the societal value of scientific advances. CO3. Describe, predict, and make use of the chemical properties of a substance. CO4. Describe the structure of a substance. CO5. Describe, predict, and make use of physical properties of substances. CO6. Predict the outcome of a chemical reaction. CO7. Use logical thinking to identify relationships and draw conclusions. CO8. Use the laws of conservation and the kinetic molecular theory to predict the outcome of a change. Unit Objectives: Create the necessary components of a scientific experiment and communicate the results.	StrongMind science online curriculum. Instructional tools to aid learning include: - Videos - Interactives - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 4: Temperature of Chemical Reactions In this project, you'll apply what you've learned about chemical reactions.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
- Describe the practical applications of nuclear technology. - Differentiate between chemical and nuclear energy and reactions. - Identify a chemical reaction through observation. - Interpret and complete chemical equations. - Use kinetic molecular theory to explain how certain factors can affect solutes. - Use research and scientific data to support a conclusion. - Use the law of conservation of energy to explain the role of heat in a chemical reaction. - Use the law of conservation of mass to balance chemical equations. - Write extended responses to prompts about scientific concepts.			
Unit 5: Solutions, Acids, and Bases Course Objectives CO1. Apply scientific processes to conduct investigations and report the results. CO2. Examine how investigations and research in chemistry are important to gaining historical perspective and understanding the societal value of scientific advances. CO3. Describe, predict, and make use of the chemical properties of a substance. CO4. Describe the structure of a substance. CO5. Describe, predict, and make use of physical properties of substances. CO8. Use the laws of conservation and the kinetic molecular theory to predict the outcome of a change. Unit Objectives: - Compare the properties of acids and bases of different strengths. - Create the necessary components of a scientific experiment and communicate the results. - Create the necessary components of a scientific experiment. - Describe how different factors can affect solubility.	StrongMind science online curriculum. Instructional tools to aid learning include: <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 5: Rock Candy Lab In this project, you'll apply what you have learned about solutions by conducting an experiment that "grows" rock candy.	Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
- Describe the differences between dilute and concentrated solutions. - Describe the interactions between solutes and solvents. - Describe the physical properties unique to solutions. - Discuss the environmental impacts of human activity. - Distinguish between different types of mixtures and how they can be separated. - Explain the history of nuclear physics. - Interpret a substance's pH. - Interpret and complete chemical equations. - Use kinetic molecular theory to explain how certain factors can affect solutes. - Use research and scientific data to support a conclusion. - Write extended responses to prompts about scientific concepts.			
Unit 6: Making Connections Course Objectives CO1. Apply scientific processes to conduct investigations and report the results. CO2. Examine how investigations and research in chemistry are important to gaining historical perspective and understanding the societal value of scientific advances. CO3. Describe, predict, and make use of the chemical properties of a substance. CO4. Describe the structure of a substance. CO7. Use logical thinking to identify relationships and draw conclusions. Unit Objectives: - Analyze the risks and benefits of nuclear technology, relative to other sources of energy. - Create the necessary components of a scientific experiment and communicate the results. - Describe the impacts of advances in nuclear technology. - Discuss the environmental impacts of human activity.	StrongMind science online curriculum. Instructional tools to aid learning include: <i>Discussion</i>	Project 6: Review In this project, you'll review the material you learned in this course.	Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Write extended responses to prompts about scientific concepts.			

Student Course Overview

SCI102 Physical Science B

Course Objectives (CO):

- CO1. Explain how energy moves through or is stored within a system.
- CO2. Explain the relationships between objects, forces, velocity, and acceleration.
- CO3. Use graphs to model real-world scenarios and scientific concepts.
- CO4. Use logical thinking to identify relationships and draw conclusions.
- CO5. Use mathematical models to describe energy, force, work, and motion.
- CO6. Use scientific processes to plan, conduct, and report on investigations.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: Scientific Thinking and Motion Course Objectives CO1. Explain how energy moves through or is stored within a system. CO2. Explain the relationships between objects, forces, velocity, and acceleration. CO3. Use graphs to model real-world scenarios and scientific concepts. CO5. Use mathematical models to describe energy, force, work, and motion. CO6. Use scientific processes to plan, conduct, and report on investigations. Unit Objectives: - Calculate velocity and acceleration using rate of change. - Create and interpret velocity vs. time and position vs. time graphs. - Describe the necessary components of a lab report. - Determine if a claim or experiment is scientific and supports a hypothesis. - Distinguish between scalar and vector quantities. - Evaluate the limitations and relative strengths of scientific models. - Identify types of and uses for scientific models. - Design and conduct an experiment and report on the results.	StrongMind science online curriculum. Instructional tools to aid learning include: - Videos - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 1: How Do Engineers Work? In this project, you'll learn more about engineering by filling out an engineering notebook.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 2: Force Course Objectives CO2. Explain the relationships between objects, forces, velocity, and acceleration. CO3. Use graphs to model real-world scenarios and scientific concepts. CO4. Use logical thinking to identify relationships and draw conclusions. CO5. Use mathematical models to describe energy, force, work, and motion. CO6. Use scientific processes to plan, conduct, and report on investigations. Unit Objectives: - Determine if a claim or experiment is scientific and supports a hypothesis. - Design and conduct an experiment and report on the results. - Calculate gravitational force on an object. - Describe frictional forces and how they vary based on the surfaces of objects. - Identify and model the forces acting on a body at rest. - Model and calculate the contact force between an object and a surface. - Model the forces affecting an object at static equilibrium. - Use force diagrams and mathematics to predict the change in motion caused by an unbalanced force.	StrongMind science online curriculum. Instructional tools to aid learning include: - Videos - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 2: Parachutes and Force In this project, you'll design parachutes to save an egg from smashing to the ground.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 3: Energy Course Objectives CO1. Explain how energy moves through or is stored within a system. CO2. Explain the relationships between objects, forces, velocity, and acceleration. CO3. Use graphs to model real-world scenarios and scientific concepts. CO4. Use logical thinking to identify relationships and draw conclusions. CO5. Use mathematical models to describe energy, force, work, and motion. CO6. Use scientific processes to plan, conduct, and report on investigations. Unit Objectives:	StrongMind science online curriculum. Instructional tools to aid learning include: - Videos - Interactives - Discussion	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 3: Energy and the Trebuchet	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
- Describe the relationships between work, energy, and power. - Describe the transfer of thermal energy as heat through a system. - Explain molecular motion, phase changes, and temperature in terms of the kinetic theory of matter. - Explain the benefit provided by simple machines and determine their mechanical advantage. - Graph the effects of thermal energy on a substance as it undergoes a phase change. - List and describe different types of energy. - Use the law of conservation of energy to explain what happens to energy when it is transferred or transformed. - Determine if a claim or experiment is scientific and supports a hypothesis. - Design and conduct an experiment and report on the results.		In this project, you'll build a trebuchet to experiment with work and force.	Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 4: Waves Course Objectives CO1. Explain how energy moves through or is stored within a system. CO2. Explain the relationships between objects, forces, velocity, and acceleration. CO3. Use graphs to model real-world scenarios and scientific concepts. CO4. Use logical thinking to identify relationships and draw conclusions. CO5. Use mathematical models to describe energy, force, work, and motion. Unit Objectives: - Describe the properties of waves and how these properties relate to each other. - Describe the types and characteristics of light. - Use graphs to describe the behaviors of waves and how they vary based on the medium of propagation. - Determine if a claim or experiment is scientific and supports a hypothesis. - Design and conduct an experiment and report on the results.	StrongMind science online curriculum. Instructional tools to aid learning include: <i>Videos</i> <i>Interactives</i> <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 4: Understanding the Light Spectrum In this project, you'll build and use a spectroscope.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 5: Electricity Course Objectives CO1. Explain how energy moves through or is stored within a system. CO2. Explain the relationships between objects, forces, velocity, and acceleration. CO4. Use logical thinking to identify relationships and draw conclusions. CO5. Use mathematical models to describe energy, force, work, and motion. Unit Objectives: - Construct and analyze an electric circuit. - Describe how electric charges in an electric field can have potential energy. - Describe how electrical energy can be stored. - Identify some of the components and variables that affect the function of an electric circuit. - Model the relationship between current, resistance, and potential difference. - Relate electrical energy to the position and properties of charged particles. - Determine if a claim or experiment is scientific and supports a hypothesis. - Design and conduct an experiment and report on the results.	StrongMind science online curriculum. Instructional tools to aid learning include: <i>Videos</i> <i>Interactives</i> <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the unit. Project 5: Model Electromagnet In this project, you'll build and experiment with an electromagnet.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 6: Connections and Review Course Objectives CO1. Explain how energy moves through or is stored within a system. CO2. Explain the relationships between objects, forces, velocity, and acceleration. CO4. Use logical thinking to identify relationships and draw conclusions. CO5. Use mathematical models to describe energy, force, work, and motion. CO6. Use scientific processes to plan, conduct, and report on investigations. Unit Objectives: Construct a prototype based on user needs.	StrongMind science online curriculum. Instructional tools to aid learning include: <i>Videos</i> <i>Interactives</i> <i>Discussion</i>	Project: Redesigning the Spectroscope In this project, you'll revisit the spectroscope you made previously. Project 6: Review In this project, you'll review what you learned in this course.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Discussion Board

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
• Test a prototype to evaluate its performance against desired goals. • Improve a prototype to meet design criteria. • Report on the design, building, and testing of a prototype.			Engage in class discussion on topics found in the unit.

Course Description:

Students begin their exploration of physics by reviewing the International System of Units (SI), scientific notation, and significant digits. They then learn to describe and analyze motion in one and two dimensions. Students learn about gravity and Newton's laws of motion before concluding the course with an examination of circular motion, energy, and simple machines. Students apply mathematical concepts such as graphing and trigonometry in order to solve physics problems.

Major Concepts:

- Physics uses a knowledge of physical properties to answer theoretical questions; technology is a method of solving practical problems.
- Measurement is a process that assigns appropriate numerical values to physical quantities.
- There are specific rules and guidelines that explain the motion of all objects in the universe.
- Forces cause a change in an object's motion.
- Force, work, and energy are directly related variables that describe basic natural phenomena.
- Momentum is inertia in motion.

Module	Lesson Title	Objectives
Module 1	History of Science	Explain how over the course of history, scientists have made key contributions to the development of science.
	Physics-The Basic Science	Explain how the study of nature's rules (physics) is essential to the development of humankind.
	The Scientific Method	- State the steps of the scientific method. - Understand how the scientific method guides experimentation and scientific discovery.
	Writing a Laboratory Report	- Understand the importance of completing laboratory investigations. Design and complete a controlled experiment using the scientific method. - Write a properly formatted laboratory report.
	Technology in Science	Understand the enhancement of scientific investigation and human capabilities through technology.
	Error and Significant Figures	- Distinguish between accuracy and precision. - Utilize accurate and precise measurements in physics.
Module 2	Measurements in Experiments	Know and use metric units (SI) and prefixes that are applicable and appropriate for measurements in physics.
	Mathematics as the Language of Physics	Use graphs, tables, and equations to summarize experimental data.

Module	Lesson Title	Objectives
	1D Vectors and Displacement	- Distinguish between a vector and a scalar quantity. - Distinguish between distance and displacement. - Calculate distance and displacement.
	Velocity	- Distinguish between speed and velocity. - Calculate an object's speed and velocity. - Distinguish between average and instantaneous velocity.
	Acceleration	- Define acceleration. - Determine when acceleration is positive and when it is negative. - Determine when an object is speeding up or slowing down. - Use kinematic equations to solve problems involving acceleration.
	Free Fall Acceleration	- Define free fall. - Use kinematic equations to solve problems involving free fall.
Module 3	Vectors in Two Dimensions (Trigonometry)	- Find the resultant vector when adding two perpendicular vectors using Pythagorean Theorem and the tangent function. - Use vector addition to solve problems involving displacement.
	Two-Dimensional Vector Addition	- Find component vectors of a two-dimensional vector quantity using trigonometry. - Find the resultant vector when adding multiple two-dimensional vectors using Pythagorean Theorem and the sine and cosine functions. - Use vector addition to solve problems involving displacement and velocity.
	Projectile Motion- Part 1	- Describe the horizontal and vertical motion of an object moving as a projectile. - Utilize vector calculations and kinematic equations to solve problems dealing with projectiles launched horizontally.

Module	Lesson Title	Objectives
	Projectile Motion- Part 2	Utilize vector calculations and kinematic equations to solve problems dealing with projectiles launched at an angle.
	Relative Motion	- Understand that frame of reference affects velocity measurements. - Calculate relative velocity given specific frame of reference scenarios.
	What is a Force?	- Define force. - Distinguish between the different types of forces. - Draw a freebody diagram to represent all of the forces acting on an object.
Module 4	Net Force & Newton's 1st Law	Calculate the net force acting on an object using vector mathematics.
	Newton's 2nd Law	- State Newton's Second Law of Motion. - Use Newton's Second Law of Motion to calculate the acceleration, mass, or net force acting on an object.
	Newton's 3rd Law	- State Newton's Third Law of Motion. - Define action-reaction pairs. - Determine the action-reaction pairs of force given specific scenarios.
	Normal Force & Apparent Weight	- Define normal force. - Calculate the weight of an object with zero net force and apparent weight of an object with a net force.
	Force of Friction	- Define force of friction. - Utilize knowledge of the force of friction to solve problems pertaining to acceleration when friction is present.
	More Challenging Force Problems	Apply knowledge of kinematics and dynamics to solve complex motion problems.

Module	Lesson Title	Objectives
Module 5	Pressure	- Define pressure. - Use the equation for pressure ($P=F/A$) to solve problems relating to pressure.
	Newton's Law of Universal Gravitation	- Define the force of gravity. - Distinguish between the strong, weak, electromagnetic, and gravitational forces. - Use the Universal Law of Gravitation in problem solving.
	Circular Motion	- Define centripetal acceleration. - Calculate speed, velocity, and acceleration when an object is moving in a circle.
	Centripetal Force	- Define centripetal force. - Calculate speed, velocity, acceleration, and force when objects are moving in a circle. - Apply concepts of centripetal force to satellite motion. - Prove that centrifugal force is not a real force.
	Work	- Define work and determine whether work is done given a specific scenario. - Solve problems using the definition of work.
	Energy	- State the Law of Conservation of Energy. - Calculate gravitational potential energy or kinetic energy of an object. - Apply the law of conservation of energy to problem solving.
Module 6	Power	- Define power. - Solve problems using the definition of power.
	Momentum and Impulse	- Define and calculate impulse and momentum. - Use the Impulse-Momentum Theorem to solve problems.
	Conservation of Momentum	- State the Law of Conservation of Momentum. - Use the Law of Conservation of Momentum in solving problems. - Distinguish between elastic, inelastic, and recoil collisions.

Module	Lesson Title	Objectives
	Collisions	Use the Law of Conservation of Momentum in solving problems dealing with collisions.
	Torque	- Define torque. - Calculate the torque acting on a lever arm. - Understand the concept of balanced torques and use the concept to solve problems.
	Simple Machines	- Define and determine the mechanical advantage and efficiency of a simple machine. - Distinguish between the different types of simple machines. - Explain what a compound machine is.

Course Description:

Physics B continues the student's exploration of mechanics while also guiding them through some other important topics of physics. Students begin by exploring simple harmonic motion, wave properties, and optics. Students then learn the basics of thermodynamics and fluids. Afterwards, the students explore the principles of electricity and magnetism. Finally, students explore the area of physics known as Modern Physics, which includes topics such as the photoelectric effect, nuclear science, and relativity. This is a trig-based course. It is assumed you know and can use trigonometry.

Major Concepts:

- Waves are various disturbances that transfer energy without transferring matter.
- When the temperature of matter increases, the atoms in the matter speed up and increase the internal energy of the substance.
- A buoyant force, which is responsible for floating or sinking, is equal to the weight of the fluid displaced.
- The flow of electricity is determined by movement of electrons from one location to another, the rate at which the electrons move, and the resistive characteristics of the material carrying the electrons.
- Electrical charge can induce magnetism.
- Light is both a wave and a particle.
- An unstable nucleus will decay over time and emit radiation.

Module	Lesson Title	Objectives
Module 7	Simple Harmonic Motion	- Describe simple harmonic motion. - Define and use Hooke's Law to find the spring constant of a spring. - Describe the motion of a mass-spring system in terms of force, max displacement (amplitude), and equilibrium. - Determine the variables that effect the period of a pendulum.
	Measuring Simple Harmonic Motion	- Calculate the period and frequency of an object in simple harmonic motion. - Use the relationship between the period and length of a pendulum in problem solving. - Use the relationship between the period, mass, and spring constant of a spring in problem solving.
	Wave Properties	- Define the properties of mechanical waves. - Distinguish between longitudinal and transverse waves. - Use the properties of waves and wave motion in problem solving.
	Interactions of Waves	- Define the types of interference when two waves meet. - Distinguish between constructive and destructive interference. - Describe what happens to a wave when it encounters a boundary. - Identify the characteristics of a standing wave.
	Sound Waves	- Describe sound waves and how they move. - Use the wave equation to solve problems involving sound. - Explain the Doppler Effect. - Define and calculate the intensity of sound.
	Fundamental Frequencies and Harmonics	- Explain why resonance occurs. - Calculate the frequencies and wavelengths of harmonics on a string or in tubes. - Understand what affects sound quality (timbre).

Module	Lesson Title	Objectives
Module 8	Light and Color	- Define the characteristics of light. - Explain the characteristics of the different colors of light. - Explain the electromagnetic spectrum and its applications. - Describe what determines the color of a pigment.
	Reflection & Mirrors	- Describe the characteristics of the types of mirrors and the images that they form. - Draw ray diagrams for mirror problems to determine the image characteristics. - Calculate the image distance and magnification given the mirror focus and object distance for spherical mirrors.
	Refraction & Lenses	- Describe the characteristics of the types of lenses and the images that they form. - Draw ray diagrams for lens problems to determine the image characteristics. - Define Snell's Law and use it to solve problems dealing with refraction. - Calculate the image distance and magnification given the lens focus and object distance for spherical lenses.
	Temperature	- Define the relationship between temperature and kinetic energy. - Define the relationship between the temperature scales. - Convert between Celsius, Fahrenheit, and Kelvin temperature scales.
	Thermal Equilibrium and Thermal Expansion	- Explain thermal equilibrium and thermal expansion. - Explain the unique thermal properties of water.
	Heat	- Define heat and the ways that heat is transferred from one object to another. - Apply the conservation of energy to heat. - Describe the thermal properties of conductors and insulators.
Module 9	Calorimetry & Specific Heat	- Define and use specific heat capacity in thermal energy problems - Define calorimetry and explain what happens when you mix two substances in terms of heat. - Use calorimetry concepts in problem solving.
	Latent Heat & Phase Changes	- Explain the concepts of latent heat and phase change. - Interpret and use phase change diagrams in problem solving.

Module	Lesson Title	Objectives
	Heat, Work, & Thermodynamic Processes	- Understand and explain the relationship between work done and heat. - Calculate the amount of work done by a gas. - Distinguish between the three thermodynamic processes: isovolumetric, isothermal, and adiabatic.
	First Law of Thermodynamics	- Define The First Law of Thermodynamics and how it translates in each of the ideal thermodynamic processes. - Calculate heat, work, and internal energy using the First Law of Thermodynamics. - Explain cyclic processes as they relate to the First Law of Thermodynamics.
	Second Law of Thermodynamics	- Define the Second Law of Thermodynamics. - Describe the relationship between disorder and the ability to do work or transfer energy. - Use the concepts of efficiency of an engine in problem solving.
	Fluids	- Define density, buoyancy, and liquid pressure. - State Archimedes' Principle and use it in problem solving. - Determine whether an object will float or sink in a substance. - State Pascal's Principle and recognize its application.
Module 10	Electrical Charge	- Distinguish between protons, electrons, and neutrons in terms of charge and size. - Describe static electricity and the ways that charge can be transferred between objects. - Distinguish between electric insulators and conductors.
	Coulomb's Law and Electric Fields	- State Coulomb's Law and use it in problem solving involving charges. - Describe electric field lines and find the strength of an electric field.
	Electrical Energy	- Define electric potential energy and its relationship to an electric field. - Calculate the electric potential energy of a charge in an electric field and between two charges. - Explain the concept of potential difference and calculate the potential difference given different situations. - Explain the concept of capacitance and use the concept in problem solving.
	Electric Circuits and Ohm's Law	- Explain the relationship between resistance, conductivity, length of wire, and area of the wire. - Explain the concept of electric power and use these concepts in problem solving. - State and use Ohm's Law to calculate the voltage, resistance, and current of a circuit.

Module	Lesson Title	Objectives
	Series Circuits	Use the concepts of current, voltage, and resistance through series circuits in problem solving.
	Parallel Circuits	- Distinguish between series and parallel circuits. - Use the concepts of current, voltage, and resistance through parallel circuits in problem solving.
Module 11	Introduction to Magnetism	- Describe magnetism. - Explain that magnetic force is due to the motion of charges. - Describe the behavior of atoms in magnets. - Explain the concepts of magnetic domain, fields, and forces.
	Magnetism From Electricity	- Understand that a magnetic field is produced by a current-carrying wire and describe what factors affect the strength of the magnetic field. - Use the right-hand rule for current-carrying conductor to determine the direction of the magnetic field around a current-carrying wire. - Use the relationship between the current and position to determine the magnitude of the magnetic field in a current-carrying wire. - Explain the concept of a solenoid and how to create an electromagnet. - Explain how an electric motor works and build an electric motor.
	Magnetic Force	- Explain how a magnetic field creates a force on a charge. - Use the concept of magnetic force on a charge in a magnetic field in problem solving. - Use the right-hand rule to determine the direction of magnetic field, force on a charge, and the direction of motion of a charge in a magnetic field.
	Electromagnetic Induction	- Explain how to create a current using a magnetic field. - Define Faraday's Law of Electromagnetic Induction. - Explain how a generator works and the concept of alternating current. - Explain how a transformer changes the voltage of an electrical energy source.
	Quantization of Energy & The Photoelectric Effect	- Describe the concept of quantization of energy. - Use Planck's constant in problem solving involving energy of photons. - Explain the photoelectric effect.
	Waves as Particles	- Explain the dual nature of light. - Use the de Broglie properties of light in problem solving.

Module	Lesson Title	Objectives
		• Explain the Heisenberg uncertainty principle.
Module 12	Bohr Model of the Atom	• Explain the historical development of the atomic model from Democritus to Bohr.
	Atomic Spectra	• Use the concepts of energy levels and the photons moving between levels in problem solving.
	The Nucleus	• Explain the concept of binding energy. • Use the binding energy and mass-energy equivalence in problem solving.
	Radioactivity	• Explain the concept of radioactive decay and distinguish between alpha, beta, positron and gamma decay. • Explain the concept of half-life and use those concepts in problem solving.
	Nuclear Fission and Nuclear Fusion	• Explain and distinguish between the processes of nuclear fusion and fission.
	Relativity	• Explain Einstein's Theory of Special Relativity. • Distinguish between special relativity and general relativity. • Explain time dilation and length contraction in terms of the Special Theory of Relativity.

Student Course Overview

MS Biology and Physical Science - Semester 2 of 2

Course Objectives (CO):

- CO1. Apply scientific processes to conduct investigations.
- CO2. Use logical thinking to identify relationships, gather data, and draw conclusions.
- CO3. Evaluate topics in science including matter and energy, energy transformations, the water cycle, the greenhouse effect, the Earth's relationship with the Sun, weather, climate, and climate change.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 1: Matter and Energy Course Objectives • CO2 • CO3 Unit Objectives: • Differentiate between matter and energy. • Identify examples of different types of energy. • Identify examples of matter. • Relate phase changes with changes in energy. • Relate states of matter to the motion of their particles. • Relate temperature to the kinetic energy of an object's particles. • Relate thermal energy to the kinetic energy of particles.	StrongMind Science online curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
Unit 2: Energy Transformations Course Objectives • CO1 • CO2 • CO3 Unit Objectives: • Classify materials as either insulators or conductors. • Design, test, and evaluate the effectiveness of a device to reduce how much an ice cube melts. • Distinguish between appropriate and inappropriate materials for use in an experiment. • Identify characteristics of thermal energy transfer. • Identify that different materials affect the transfer of thermal energy. • Interpret scenarios to identify energy transformations. • Organize experimental procedures in an appropriate order. • Relate changes in temperature to mass. • Relate characteristics of materials to differences in the transfer of thermal energy. • Relate color to absorption or reflection of light. • Relate thermal energy transfer with particle motion. • Relate types of energy transfer with their characteristics.	StrongMind online Science 6 curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Project: Plan an Experiment In this project, you'll plan an experiment using appropriate materials and organize experimental procedures. Project: Keeping it Cool In this project, you'll design a device to keep an ice cube from melting.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 3: The Cycling of Water Course Objectives • CO1 • CO2 • CO3 Unit Objectives: • Create a plan to test a possible solution to an environmental issue. • Describe the role of the Sun and gravity in the water cycle. • Design a test for a plan to reduce human impact on the environment.	StrongMind online Science 6 curriculum. Instructional tools to aid learning include: • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Units 1-3 Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the first three units.	Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
• Identify activities that cause pollution. • Identify advantages and difficulties of recycling. • Identify advantages and disadvantages of different waste disposal methods. • Identify events in the water cycle. • Identify greenhouse gases. • Identify natural processes that produce or remove greenhouse gases from the atmosphere. • Identify possible results of groundwater usage. • Identify the impact of activities on the environment. • Identify the roles of events in the water cycle. • Relate changes in greenhouse gases with their impact on the environment. • Research an environmental issue and design a way to reduce human impact on the environment.		Practice: Events in the Water Cycle Practice identifying the events in the water cycle. Project: Solving an Environmental Issue In this project, you will identify a solvable aspect of an environmental issue, research and apply a solution, collect data, and present the results.	Discussion Board Engage in class discussion on topics found in the unit.
Unit 4: The Earth and Sun's Relationship Course Objectives • CO1 • CO2 • CO3 Unit Objectives: • Describe the unequal heating of the Earth by the Sun. • Gather and organize data to test a plan to reduce human impact on the environment. • Identify movement of convection currents. • Relate breezes to how solar radiation heats land and water differently. • Relate differences in temperature to thermal energy in oceans and land. • Relate directions of breezes to the time of day. • Relate interactions between fluids to density and temperature. • Relate ocean current movement to the Coriolis effect.	StrongMind online Science 6 curriculum. Instructional tools to aid learning include: • <i>Videos</i> • <i>Interactives</i> • <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Project: Solving an Environmental Issue In this project, you will identify a solvable aspect of an environmental issue, research and apply a solution, collect data, and present the results.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
- Relate the way the Sun's rays hit the Earth to differences in solar radiation. - Test and analyze a plan to reduce human impact on the environment.			
Unit 5: All About Weather Course Objectives - CO1 - CO2 - CO3 Unit Objectives: - Create a presentation that highlights a way to reduce a human impact on the environment. - Describe how changes in plant life of an area can impact the climate. - Distinguish between weather and climate. - Relate changes in plant life to changes in the climate and environment. - Relate the Coriolis effect to the formation of hurricanes. - Relate the location and amount of water and plant life in an area to climate differences. - Relate types of weather fronts to their characteristics.	StrongMind online Science 6 curriculum. Instructional tools to aid learning include: <i>Interactives</i> <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Project: Solving an Environmental Issue In this project, you will identify a solvable aspect of an environmental issue, research and apply a solution, collect data, and present the results.	Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.
Unit 6: Climate Change and Human Impact Course Objectives - CO2 - CO3 Unit Objectives: - Ask questions to clarify evidence. - Identify agricultural activities that impact the Earth's climate. - Identify and interpret data shown in graphs. - Identify human activities that impact the Earth's climate. - Identify natural processes that impact the Earth's climate. - Identify the effects of a rise in global temperatures.	StrongMind online Science 6 curriculum. Instructional tools to aid learning include: <i>Videos</i> <i>Interactives</i> <i>Discussion</i>	Checkpoints Quizzes will help you check your understanding of the material you learned throughout each lesson. Unit 4-6 Exam At the end of the unit, you will take an exam that will assess your understanding of the material you learned throughout the last 3 units.	Videos Watch videos to reinforce and show applications of concepts that you learned in class. Visual Concepts & Interactives Participate in activities that cover complex topics from your content readings in more depth. They can range from short animations to interactive practice. Workbook Questions Graded practice activities will help you better

Unit and Objectives	Materials and Instructional Tools	Assessments & Projects	Activities
			understand content and topics found in the lesson. Discussion Board Engage in class discussion on topics found in the unit.



EXHIBIT J

2025-2026 School Calendar

2025-2026 MASTER CALENDAR

JULY 2025

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
	15	16	17	18
21	22	23	24	25

School days: 18 Non-School Days: 1 Total Days: 19

JULY/AUGUST 2025

M	T	W	T	F
28	29	30	31	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22

School days: 20 Non-School Days: 0 Total Days: 20

AUGUST/SEPTEMBER 2025

M	T	W	T	F
25	26	27	28	29
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19

School days: 19 Non-School Days: 1 Total Days: 20

SEPTEMBER/OCTOBER 2025

M	T	W	T	F
22	23	24	25	26
29	30	1	2	3
6	7	8	9	10
13	14	15	16	17

School days: 20 Non-School Days: 0 Total Days: 20

OCTOBER/NOVEMBER 2025

M	T	W	T	F
20	21	22	23	24
27	28	29	30	31
3	4	5	6	7
10	11	12	13	14

School days: 19 Non-School Days: 1 Total Days: 20

NOVEMBER/DECEMBER 2025

M	T	W	T	F
17	18	19	20	21
24	25	26	27	28
1	2	3	4	5
8	9	10	11	12

School days: 18 Non-School Days: 2 Total Days: 20

DECEMBER 2025/JANUARY 2026

M	T	W	T	F
15	16	17	18	19
22	23	24	25	26
29	30	31	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23

School days: 19 Non-School Days: 11 Total Days: 30

JANUARY/FEBRUARY 2026

M	T	W	T	F
26	27	28	29	30
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20

School days: 18 Non-School Days: 2 Total Days: 20

FEBRUARY/MARCH 2026

M	T	W	T	F
23	24	25	26	27
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20

School days: 20 Non-School Days: 0 Total Days: 20

MARCH/APRIL 2026

M	T	W	T	F
23	24	25	26	27
30	31	1	2	3
6	7	8	9	10
13	14	15	16	17

School days: 20 Non-School Days: 0 Total Days: 20

APRIL/MAY 2026

M	T	W	T	F
20	21	22	23	24
27	28	29	30	1
4	5	6	7	8
11	12	13	14	15

School days: 20 Non-School Days: 0 Total Days: 20

MAY/JUNE 2026

M	T	W	T	F
18	19	20	21	22
25	26	27	28	29
1	2	3	4	5
8	9	10	11	12

School days: 19 Non-School Days: 1 Total Days: 20

JUNE 2026

M	T	W	T	F
15	16	17	18	19
22	23	24	25	26
27	28	29	30	

School days: 11 Non-School Days: 1 Total Days: 12

LEGEND

 Holidays -No School

JULY

7/1 - First Day, Fall Semester
7/1 - Track A Begins
7/4 - Independence Day

JULY/AUGUST

7/28 - Track B Begins

AUGUST/SEPTEMBER

8/25 - Track C Begins
9/1 - Labor Day

SEPTEMBER/OCTOBER

9/22 - Track D Begins

OCTOBER/NOVEMBER

11/11 - Veteran's Day
11/14 - P1 Reported

NOVEMBER/DECEMBER

11/27 - 11/28 Thanksgiving Holiday

DECEMBER/JANUARY

12/22 - 1/2 - Winter Break
1/1 - New Years Holiday
1/19 - MLK Jr. Day
1/23 - Last Day, Fall Semester

JANUARY/FEBRUARY

1/26 - 1st Day, Spring Semester
2/9 - Lincoln's Birthday (Observed)
2/16 - President's Day

FEBRUARY/MARCH

3/20 - P2 Reported

MAY/JUNE

5/25 - Memorial Day

JUNE

6/19 - Juneteenth
6/30 - Last Day, Spring Semester

Total Instructional Days:
School days: 241 Non-School Days: 20 Total Days: 261

2025-2026 School Year MASTER CALENDAR

Calendar Month	School Month	M	T	W	Th	F	School Days	Non-School Days	Total Days	Important Dates
July	1		1	2	3	4	18	1	19	7/1 - First Day, Fall Semester 7/1 - Track A Begins 7/4 - Independence Day
		7	8	9	10	11				
		14	15	16	17	18				
		21	22	23	24	25				
July / August	2	28	29	30	31	1	20	0	20	7/28 - Track B Begins
		4	5	6	7	8				
		11	12	13	14	15				
		18	19	20	21	22				
August / September	3	25	26	27	28	29	19	1	20	8/25 - Track C Begins 9/1 - Labor Day
		1	2	3	4	5				
		8	9	10	11	12				
		15	16	17	18	19				
September / October	4	22	23	24	25	26	20	0	20	9/22 - Track D Begins
		29	30	1	2	3				
		6	7	8	9	10				
		13	14	15	16	17				
October / November	5	20	21	22	23	24	19	1	20	11/11 - Veteran's Day 11/14 - P1 Reported
		27	28	29	30	31				
		3	4	5	6	7				
		10	11	12	13	14				
November / December	6	17	18	19	20	21	18	2	20	11/27 - 11/28 Thanksgiving Holiday
		24	25	26	27	28				
		1	2	3	4	5				
		8	9	10	11	12				
December / January	7	15	16	17	18	19	19	11	30	12/22 - 1/2 - Winter Break 1/1 - New Years Holiday 1/19 - MLK Jr. Day 1/23 - Last Day, Fall Semester
		22	23	24	25	26				
		29	30	31	1	2				
		5	6	7	8	9				
		12	13	14	15	16				
		19	20	21	22	23				
January / February	8	26	27	28	29	30	18	2	20	1/26 - 1st Day, Spring Semester 2/9 - Lincoln's Birthday (Observed) 2/16 - President's Day
		2	3	4	5	6				
		9	10	11	12	13				
		16	17	18	19	20				
February / March	9	23	24	25	26	27	20	0	20	3/20 - P2 Reported
		2	3	4	5	6				
		9	10	11	12	13				
		16	17	18	19	20				
March / April	10	23	24	25	26	27	20	0	20	
		30	31	1	2	3				
		6	7	8	9	10				
		13	14	15	16	17				
April / May	11	20	21	22	23	24	20	0	20	
		27	28	29	30	1				
		4	5	6	7	8				
		11	12	13	14	15				
May / June	12	18	19	20	21	22	19	1	20	5/25 - Memorial Day
		25	26	27	28	29				
		1	2	3	4	5				
		8	9	10	11	12				
June	13	15	16	17	18	19	11	1	12	6/19 - Juneteenth 6/30 - Last Day, Spring Semester
		22	23	24	25	26				
		29	30							
Total Instructional Days:							241	20	261	

	Instructional Days
	Official School Holiday/Break

2025-2026 School Year TRACK A

Calendar Month	School Month	M	T	W	Th	F	School Days	Supplemental Days	Non-School Days	Total Days	Important Dates	
July	1		1	2	3	4	18	0	1	19	7/1 - First Day, Fall Semester 7/1 - Track A Begins 7/4 - Independence Day	
		7	8	9	10	11						
		14	15	16	17	18						
		21	22	23	24	25						
July / August	2	28	29	30	31	1	20	0	0	20		
		4	5	6	7	8						
		11	12	13	14	15						
		18	19	20	21	22						
August / September	3	25	26	27	28	29	19	0	1	20	9/1 - Labor Day	
		1	2	3	4	5						
		8	9	10	11	12						
		15	16	17	18	19						
September / October	4	22	23	24	25	26	20	0	0	20		
		29	30	1	2	3						
		6	7	8	9	10						
		13	14	15	16	17						
October / November	5	20	21	22	23	24	19	0	1	20	11/11 - Veteran's Day 11/14 - P1 Reported (96 days)	
		27	28	29	30	31						
		3	4	5	6	7						
		10	11	12	13	14						
November / December	6	17	18	19	20	21	9	9	2	20	11/27 - 11/28 Thanksgiving Holiday	
		24	25	26	27	28						
		1	2	3	4	5						
		8	9	10	11	12						
December / January	7	15	16	17	18	19	0	19	11	30	12/22 - 1/2 - Winter Break 1/1 - New Years Holiday 1/19 - MLK Jr. Day 1/23 - Last Day, Fall Semester	
		22	23	24	25	26						
		29	30	31	1	2						
		5	6	7	8	9						
		12	13	14	15	16						
		19	20	21	22	23						
January / February	8	26	27	28	29	30	0	18	2	20	1/26 - 1st Day, Spring Semester 2/9 - Lincoln's Birthday (Observed) 2/16 - President's Day	
		2	3	4	5	6						
		9	10	11	12	13						
		16	17	18	19	20						
February / March	9	23	24	25	26	27	0	20	0	20	3/20 - P2 Reported (105 days)	
		2	3	4	5	6						
		9	10	11	12	13						
		16	17	18	19	20						
March / April	10	23	24	25	26	27	20	0	0	20		
		30	31	1	2	3						
		6	7	8	9	10						
		13	14	15	16	17						
April / May	11	20	21	22	23	24	20	0	0	20		
		27	28	29	30	1						
		4	5	6	7	8						
		11	12	13	14	15						
May / June	12	18	19	20	21	22	19	0	1	20	5/25 - Memorial Day	
		25	26	27	28	29						
		1	2	3	4	5						
		8	9	10	11	12						
June	13	15	16	17	18	19	11	0	1	12	6/19 - Juneteenth 6/30 - Last Day, Spring Semester	
		22	23	24	25	26						
		29	30									
Total Instructional Days:							175	66	20	261		
			Instructional Days									
			Official School Holiday/Break									
			Supplemental Days									

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2025-2026 School Year TRACK B

Calendar Month	School Month	M	T	W	Th	F	School Days	Supplemental Days	Non-School Days	Total Days	Important Dates
July	1		1	2	3	4	0	18	1	19	7/1 - First Day, Fall Semester 7/4 - Independence Day
		7	8	9	10	11					
		14	15	16	17	18					
		21	22	23	24	25					
July / August	2	28	29	30	31	1	20	0	0	20	7/28 - Track B Begins
		4	5	6	7	8					
		11	12	13	14	15					
		18	19	20	21	22					
August / September	3	25	26	27	28	29	19	0	1	20	9/1 - Labor Day
		1	2	3	4	5					
		8	9	10	11	12					
		15	16	17	18	19					
September / October	4	22	23	24	25	26	20	0	0	20	9/22 - Track D Begins
		29	30	1	2	3					
		6	7	8	9	10					
		13	14	15	16	17					
October / November	5	20	21	22	23	24	19	0	1	20	11/11 - Veteran's Day 11/14 - P1 Reported (78 days)
		27	28	29	30	31					
		3	4	5	6	7					
		10	11	12	13	14					
November / December	6	17	18	19	20	21	18	0	2	20	11/27 - 11/28 Thanksgiving Holiday
		24	25	26	27	28					
		1	2	3	4	5					
		8	9	10	11	12					
December / January	7	15	16	17	18	19	9	10	11	30	12/22 - 1/2 - Winter Break 1/1 - New Years Holiday 1/19 - MLK Jr. Day 1/23 - Last Day, Fall Semester
		22	23	24	25	26					
		29	30	31	1	2					
		5	6	7	8	9					
		12	13	14	15	16					
		19	20	21	22	23					
January / February	8	26	27	28	29	30	0	18	2	20	1/26 - 1st Day, Spring Semester 2/9 - Lincoln's Birthday (Observed) 2/16 - President's Day
		2	3	4	5	6					
		9	10	11	12	13					
		16	17	18	19	20					
February / March	9	23	24	25	26	27	0	20	0	20	3/20 - P2 Reported (105 days)
		2	3	4	5	6					
		9	10	11	12	13					
		16	17	18	19	20					
March / April	10	23	24	25	26	27	20	0	0	20	
		30	31	1	2	3					
		6	7	8	9	10					
		13	14	15	16	17					
April / May	11	20	21	22	23	24	20	0	0	20	
		27	28	29	30	1					
		4	5	6	7	8					
		11	12	13	14	15					
May / June	12	18	19	20	21	22	19	0	1	20	5/25 - Memorial Day
		25	26	27	28	29					
		1	2	3	4	5					
		8	9	10	11	12					
June	13	15	16	17	18	19	11	0	1	12	6/19 - Juneteenth 6/30 - Last Day, Spring Semester
		22	23	24	25	26					
		29	30								
Total Instructional Days:							175	48	19	242	
							Instructional Days				
							Official School Holiday/Break				
							Supplemental Days				
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2025-2026 School Year TRACK C

Calendar Month	School Month	M	T	W	Th	F	School Days	Supplemental Days	Non-School Days	Total Days	Important Dates
July	1		1	2	3	4	0	18	1	19	7/1 - First Day, Fall Semester 7/4 - Independence Day
		7	8	9	10	11					
		14	15	16	17	18					
		21	22	23	24	25					
July / August	2	28	29	30	31	1	0	20	0	20	
		4	5	6	7	8					
		11	12	13	14	15					
		18	19	20	21	22					
August / September	3	25	26	27	28	29	19	0	1	20	8/25 - Track C Begins 9/1 - Labor Day
		1	2	3	4	5					
		8	9	10	11	12					
		15	16	17	18	19					
September / October	4	22	23	24	25	26	20	0	0	20	9/22 - Track D Begins
		29	30	1	2	3					
		6	7	8	9	10					
		13	14	15	16	17					
October / November	5	20	21	22	23	24	19	0	1	20	11/11 - Veteran's Day 11/14 - P1 Reported (58 days)
		27	28	29	30	31					
		3	4	5	6	7					
		10	11	12	13	14					
November / December	6	17	18	19	20	21	18	0	2	20	11/27 - 11/28 Thanksgiving Holiday
		24	25	26	27	28					
		1	2	3	4	5					
		8	9	10	11	12					
December / January	7	15	16	17	18	19	19	0	11	30	12/22 - 1/2 - Winter Break 1/1 - New Years Holiday 1/19 - MLK Jr. Day 1/23 - Last Day, Fall Semester
		22	23	24	25	26					
		29	30	31	1	2					
		5	6	7	8	9					
		12	13	14	15	16					
		19	20	21	22	23					
January / February	8	26	27	28	29	30	10	8	2	20	1/26 - 1st Day, Spring Semester 2/9 - Lincoln's Birthday (Observed) 2/16 - President's Day
		2	3	4	5	6					
		9	10	11	12	13					
		16	17	18	19	20					
February / March	9	23	24	25	26	27	0	20	0	20	3/20 - P2 Reported (105 days)
		2	3	4	5	6					
		9	10	11	12	13					
		16	17	18	19	20					
March / April	10	23	24	25	26	27	20	0	0	20	
		30	31	1	2	3					
		6	7	8	9	10					
		13	14	15	16	17					
April / May	11	20	21	22	23	24	20	0	0	20	
		27	28	29	30	1					
		4	5	6	7	8					
		11	12	13	14	15					
May / June	12	18	19	20	21	22	19	0	1	20	5/25 - Memorial Day
		25	26	27	28	29					
		1	2	3	4	5					
		8	9	10	11	12					
June	13	15	16	17	18	19	11	0	1	12	6/19 - Juneteenth 6/30 - Last Day, Spring Semester
		22	23	24	25	26					
		29	30								
Total Instructional Days:							175	28	19	222	
		Instructional Days									
		Official School Holiday/Break									
		Supplemental Days									

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2025-2026 School Year TRACK D

Calendar Month	School Month	M	T	W	Th	F	School Days	Supplemental Days	Non-School Days	Total Days	Important Dates
July	1		1	2	3	4	0	18	1	19	7/1 - First Day, Fall Semester 7/4 - Independence Day
		7	8	9	10	11					
		14	15	16	17	18					
		21	22	23	24	25					
July / August	2	28	29	30	31	1	0	20	0	20	
		4	5	6	7	8					
		11	12	13	14	15					
		18	19	20	21	22					
August / September	3	25	26	27	28	29	0	19	1	20	9/1 - Labor Day
		1	2	3	4	5					
		8	9	10	11	12					
		15	16	17	18	19					
September / October	4	22	23	24	25	26	11	9	0	20	9/22 - Track D Begins
		29	30	1	2	3					
		6	7	8	9	10					
		13	14	15	16	17					
October / November	5	20	21	22	23	24	19	0	1	20	11/11 - Veteran's Day 11/14 - P1 Reported (30 days)
		27	28	29	30	31					
		3	4	5	6	7					
		10	11	12	13	14					
November / December	6	17	18	19	20	21	18	0	2	20	11/27 - 11/28 Thanksgiving Holiday
		24	25	26	27	28					
		1	2	3	4	5					
		8	9	10	11	12					
December / January	7	15	16	17	18	19	19	0	11	30	12/22 - 1/2 - Winter Break 1/1 - New Years Holiday 1/19 - MLK Jr. Day 1/23 - Last Day, Fall Semester
		22	23	24	25	26					
		29	30	31	1	2					
		5	6	7	8	9					
		12	13	14	15	16					
		19	20	21	22	23					
January / February	8	26	27	28	29	30	18	0	2	20	1/26 - 1st Day, Spring Semester 2/9 - Lincoln's Birthday (Observed) 2/16 - President's Day
		2	3	4	5	6					
		9	10	11	12	13					
		16	17	18	19	20					
February / March	9	23	24	25	26	27	20	0	0	20	3/20 - P2 Reported (105 days)
		2	3	4	5	6					
		9	10	11	12	13					
		16	17	18	19	20					
March / April	10	23	24	25	26	27	20	0	0	20	
		30	31	1	2	3					
		6	7	8	9	10					
		13	14	15	16	17					
April / May	11	20	21	22	23	24	20	0	0	20	
		27	28	29	30	1					
		4	5	6	7	8					
		11	12	13	14	15					
May / June	12	18	19	20	21	22	19	0	1	20	5/25 - Memorial Day
		25	26	27	28	29					
		1	2	3	4	5					
		8	9	10	11	12					
June	13	15	16	17	18	19	11	0	1	12	6/19 - Juneteenth 6/30 - Last Day, Spring Semester
		22	23	24	25	26					
		29	30								
Total Instructional Days:							175	9	18	202	
			Instructional Days								
			Official School Holiday/Break								
			Supplemental Days								

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2025-2026 School Year TRACK E

Calendar Month	School Month	M	T	W	Th	F	Weeks Remaining	School Days	Supplemental Days	Non-School Days	Total Days	Important Dates
July	1		1	2	3	4		0	0	19	19	7/1 - First Day, Fall Semester 7/4 - Independence Day
		7	8	9	10	11						
		14	15	16	17	18						
		21	22	23	24	25						
July / August	2	28	29	30	31	1		0	0	20	20	
		4	5	6	7	8						
		11	12	13	14	15						
		18	19	20	21	22						
August / September	3	25	26	27	28	29	37	15	4	1	20	8/25 - Track E Begins 9/1 - Labor Day
		1	2	3	4	5	36					
		8	9	10	11	12	35					
		15	16	17	18	19	34					
September / October	4	22	23	24	25	26	33	20	0	0	20	
		29	30	1	2	3	32					
		6	7	8	9	10	31					
		13	14	15	16	17	30					
October / November	5	20	21	22	23	24	29	19	0	1	20	11/11 - Veteran's Day (observed) 11/14 - P1 Reported (54 days)
		27	28	29	30	31	28					
		3	4	5	6	7	27					
		10	11	12	13	14	26					
November / December	6	17	18	19	20	21	25	15	0	5	20	11/27 - 11/28 Thanksgiving Holiday
		24	25	26	27	28	24					
		1	2	3	4	5	23					
		8	9	10	11	12						
December / January	7	15	16	17	18	19	22	19	0	11	30	12/22 - 1/2 - Winter Break 1/1 - New Years Holiday 1/19 - MLK Jr. Day 1/23 - Last Day, Fall Semester
		22	23	24	25	26						
		29	30	31	1	2	21					
		5	6	7	8	9	20					
		12	13	14	15	16	19					
		19	20	21	22	23						
January / February	8	26	27	28	29	30	18	18	0	2	20	1/26 - 1st Day, Spring Semester 2/9 - Lincoln's Birthday (Observed) 2/16 - President's Day
		2	3	4	5	6	17					
		9	10	11	12	13	16					
		16	17	18	19	20	15					
February / March	9	23	24	25	26	27	14	20	0	0	20	3/20 - P2 Reported (126 days)
		2	3	4	5	6	13					
		9	10	11	12	13	12					
		16	17	18	19	20	11					
March / April	10	23	24	25	26	27	10	15	0	5	20	
		30	31	1	2	3	9					
		6	7	8	9	10	8					
		13	14	15	16	17						
April / May	11	20	21	22	23	24	7	20	0	0	20	
		27	28	29	30	1	6					
		4	5	6	7	8	5					
		11	12	13	14	15	4					
May / June	12	18	19	20	21	22	3	14	5	1	20	5/25 - Memorial Day
		25	26	27	28	29	2					
		1	2	3	4	5	1					
		8	9	10	11	12						
June	13	15	16	17	18	19		0	11	1	12	6/19 - Juneteenth 6/30 - Last Day, Spring Semester
		22	23	24	25	26						
		29	30									
Total Instructional Days:								175	9	46	230	
			Official School Holiday/Break									
			Supplemental Days									
			Teacher Prep/Off Track									
REVISED 02-04-2025 MP												



EXHIBIT K

A-G Approved Course List

Mission Academy

High School (Grades >9-12)

Charter School

Public

Elev8 Online Schools

College Board Code: 051965

Course List Manager

Migdalia Ortiz

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Course List for: 2025-26

Printed On: 4/29/2025

A - History / Social Science

Title <i>Discipline</i>	Course Length / Learning Environment / UC Honors
United States Government and Politics (Apex) <i>Civics / American Government</i>	1/2 Year / Online
United States History and Geography (Apex) <i>U.S. History</i>	1 Year / Online
US Government (StrongMind) <i>Civics / American Government</i>	1/2 Year / Online
US History (StrongMind) <i>U.S. History</i>	1 Year / Online
World History (StrongMind) <i>World History / Cultures / Historical Geography</i>	1 Year / Online
World History, Culture and Geography (Apex) <i>World History / Cultures / Historical Geography</i>	1 Year / Online

B - English

Title <i>Discipline</i>	Course Length / Learning Environment / UC Honors
Conventional English A/B <i>English as a Second Language (ESL) / English Language Development (ELD)</i>	1 Year / Online
English 10 (Apex) <i>English</i>	1 Year / Online
English 10 (StrongMind) <i>English</i>	1 Year / Online
English 11 (Apex) <i>English</i>	1 Year / Online
English 11 (StrongMind) <i>English</i>	1 Year / Online
English 12 (Apex) <i>English</i>	1 Year / Online
English 12 (StrongMind) <i>English</i>	1 Year / Online
English 9 (Apex) <i>English</i>	1 Year / Online

English 9 (StrongMind) <i>English</i>	1 Year / Online
English Language Development III A/B <i>English as a Second Language (ESL) / English Language Development (ELD)</i>	1 Year / Online
English Language Development IV A/B <i>English as a Second Language (ESL) / English Language Development (ELD)</i>	1 Year / Online

C - Mathematics

Title <i>Discipline</i>	Course Length / Learning Environment / UC Honors
Algebra 1 (StrongMind) <i>Algebra I</i>	1 Year / Online
Algebra 2 (StrongMind) <i>Algebra II</i>	1 Year / Online
Algebra I (Apex) <i>Algebra I</i>	1 Year / Online
Algebra II (Apex) <i>Algebra II</i>	1 Year / Online
Geometry (Apex) <i>Geometry</i>	1 Year / Online
Geometry (StrongMind) <i>Geometry</i>	1 Year / Online
Mathematics I (Apex) <i>Mathematics I</i>	1 Year / Online
Mathematics II (Apex) <i>Mathematics II</i>	1 Year / Online
Mathematics III (Apex) <i>Mathematics III</i>	1 Year / Online
Pre-Calculus (Accelerate) <i>Pre-Calculus</i>	1 Year / Online
Pre-Calculus (Apex) <i>Pre-Calculus</i>	1 Year / Online
Statistics & Probability (Apex) <i>Statistics</i>	1 Year / Online

D - Science

Title <i>Discipline</i>	Course Length / Learning Environment / UC Honors
Anatomy and Physiology (Accelerate) <i>Biology / Life Sciences</i>	1 Year / Online
Biology (Apex) <i>Biology / Life Sciences</i>	1 Year / Online
Biology (StrongMind) <i>Biology / Life Sciences</i>	1 Year / Online
Chemistry (Apex)	1 Year / Online

<i>Chemistry</i>	
Chemistry (StrongMind)	1 Year / Online
<i>Chemistry</i>	
Earth Science (Apex)	1 Year / Online
<i>Earth and Space Sciences</i>	
Environmental Science (StrongMind)	1 Year / Online
<i>Earth and Space Sciences</i>	
Environmental Studies (Apex)	1 Year / Online
<i>Interdisciplinary Sciences</i>	
Physical Science (StrongMind)	1 Year / Online
<i>Interdisciplinary Sciences</i>	
Physics (Accelerate)	1 Year / Online
<i>Physics</i>	
Physics (Apex)	1 Year / Online
<i>Physics</i>	

E - Language Other than English

Title <i>Discipline</i>	Course Length / Learning Environment / UC Honors
American Sign Language 1 (StrongMind)	1 Year / Online
<i>LOTE Level 1</i>	
American Sign Language 2 (StrongMind)	1 Year / Online
<i>LOTE Level 2</i>	
French 1 (Accelerate)	1 Year / Online
<i>LOTE Level 1</i>	
French 2 (Accelerate)	1 Year / Online
<i>LOTE Level 2</i>	
French I (Apex)	1 Year / Online
<i>LOTE Level 1</i>	
French II (Apex)	1 Year / Online
<i>LOTE Level 2</i>	
Spanish 1 (StrongMind)	1 Year / Online
<i>LOTE Level 1</i>	
Spanish 2 (StrongMind)	1 Year / Online
<i>LOTE Level 2</i>	
Spanish 3 (StrongMind)	1 Year / Online
<i>LOTE Level 3</i>	
Spanish I (Apex)	1 Year / Online
<i>LOTE Level 1</i>	
Spanish II (Apex)	1 Year / Online
<i>LOTE Level 2</i>	
Spanish III (Apex)	1 Year / Online
<i>LOTE Level 3</i>	

F - Visual & Performing Arts

Title <i>Discipline</i>	Course Length / Learning Environment / UC Honors

Adobe Photoshop (Accelerate) <i>Visual Arts</i>	1 Year / Online
Art Appreciation (Apex) <i>Visual Arts</i>	1/2 Year / Online
Art History: Modern (StrongMind) <i>Visual Arts</i>	1/2 Year / Online
Art History: Origins (StrongMind) <i>Visual Arts</i>	1/2 Year / Online
Interior Design (StrongMind) <i>Interdisciplinary Arts</i>	1 Year / Online
Music Appreciation (Apex) <i>Music</i>	1 Year / Online
Photography Basics (StrongMind) <i>Visual Arts</i>	1/2 Year / Online
Theater Studies (Accelerate) <i>Theater</i>	1/2 Year / Online

G - College - Preparatory Elective

Title <i>Discipline</i>	Course Length / Learning Environment / UC Honors
Accounting (Accelerate) <i>Mathematics</i>	1/2 Year / Online
Applied Mathematics (StrongMind) <i>Mathematics</i>	1/2 Year / Online
Business Law (Accelerate) <i>Interdisciplinary</i>	1/2 Year / Online
Career Planning (Accelerate) <i>Interdisciplinary</i>	1/2 Year / Online
Career Planning (StrongMind) <i>Interdisciplinary</i>	1/2 Year / Online
Careers in Healthcare (StrongMind) <i>Interdisciplinary</i>	1/2 Year / Online
Character Education (StrongMind) <i>Interdisciplinary</i>	1/2 Year / Online
Child Development (Accelerate) <i>Interdisciplinary</i>	1/2 Year / Online
Computer Applications (Apex) <i>Interdisciplinary</i>	1/2 Year / Online
Creative Writing (Apex) <i>English</i>	1/2 Year / Online
Criminology and Forensics (StrongMind) <i>Interdisciplinary</i>	1/2 Year / Online
Criminology and Justice (StrongMind) <i>History / Social Science</i>	1/2 Year / Online
Digital Skills <i>Interdisciplinary</i>	1/2 Year / Online
Early Childhood Education I (Pointful) <i>Interdisciplinary</i>	1/2 Year / Online
Early Childhood Education II (Pointful)	1/2 Year / Online

<i>Interdisciplinary</i>	
Economics (Apex) <i>History / Social Science</i>	1/2 Year / Online
Economics (StrongMind) <i>History / Social Science</i>	1/2 Year / Online
Entrepreneurship (StrongMind) <i>Interdisciplinary</i>	1/2 Year / Online
Ethnic Studies (Accelerate) <i>History / Social Science</i>	1/2 Year / Online
Ethnic Studies (Apex) <i>History / Social Science</i>	1/2 Year / Online
Fashion Design (StrongMind) <i>Interdisciplinary</i>	1/2 Year / Online
Financial Mathematics (StrongMind) <i>Mathematics</i>	1/2 Year / Online
Gaming Unlocked (StrongMind) <i>Interdisciplinary</i>	1/2 Year / Online
Geography and World Cultures (Apex) <i>History / Social Science</i>	1/2 Year / Online
Health (Apex) <i>Interdisciplinary</i>	1/2 Year / Online
Health Education (StrongMind) <i>Interdisciplinary</i>	1/2 Year / Online
Intro to Business (Accelerate) <i>Interdisciplinary</i>	1/2 Year / Online
Journalism (Accelerate) <i>English</i>	1/2 Year / Online
Microsoft Word (Accelerate) <i>Interdisciplinary</i>	1/2 Year / Online
Personal Finance (Pointful) <i>Interdisciplinary</i>	1/2 Year / Online
Principles of Marketing - StrongMind <i>Interdisciplinary</i>	1/2 Year / Online
Professional Sales (StrongMind) <i>Interdisciplinary</i>	1/2 Year / Online
Psychology (Apex) <i>History / Social Science</i>	1/2 Year / Online
Psychology (StrongMind) <i>History / Social Science</i>	1 Year / Online
Sociology (Accelerate) <i>History / Social Science</i>	1/2 Year / Online
Sociology (Apex) <i>History / Social Science</i>	1/2 Year / Online
Study Skills and Strategies (Accelerate) <i>Interdisciplinary</i>	1/2 Year / Online
World Geography (StrongMind) <i>History / Social Science</i>	1 Year / Online



EXHIBIT L

Personalized Learning Policy

Mission Academy

PERSONALIZED LEARNING POLICY

This Board Policy shall apply to all pupils participating in Personalized Learning at Mission Academy (“Charter School”).

1.0 POLICY ON ADMISSIONS AND ENROLLMENT

- 1.1 The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations.
- 1.2 The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).
- 1.3 The Charter School is a public school of choice, which shall enroll all students who wish to attend subject only to capacity. No student shall be required to attend the Charter School. If the Charter School receives a greater number of applications than there are spaces for students, it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B).
- 1.4 The Charter School shall not discourage a pupil from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in clause (iii) of subparagraph (B) of paragraph (2) [pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation]. [Ref. Education Code Section 47605(e)(4)(A)]
- 1.5 The Charter School shall not request a pupil’s records or require a parent, guardian, or pupil to submit the pupil’s records to the Charter School before enrollment. [Ref. Education Code Section 47605(e)(4)(B)]
- 1.6 The Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any

reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in clause (iii) of subparagraph (B) of paragraph (2) [pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation]. This subparagraph shall not apply to actions taken by the Charter School pursuant to the procedures described in subparagraph (J) of paragraph (5) of subdivision (b) [pupil suspension and expulsion procedures]. [Ref. Education Code Section 47605(e)(4)(C)]

- 1.7 The Charter School shall post and maintain on its internet website a notice developed by the California Department of Education of the requirements of Education Code Section 47605(e). The Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years of age or older, a copy of this notice at all of the following times: (i) when a parent, guardian, or pupil inquires about enrollment; (ii) before conducting an enrollment lottery; and (iii) before disenrollment of a pupil. [Ref. Education Code Section 47605(e)(4)(D)]
- 1.8 A person who suspects that the Charter School has violated Education Code Section 47605(e)(4) may file a complaint with the chartering authority. [Ref. Education Code Section 47605(e)(4)(E)]

2.0 POLICY ON INDEPENDENT STUDY

- 2.1 The Charter School shall offer independent study to meet the educational needs of pupils enrolled in the Charter School. Independent study is an alternative education designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate services and resources to enable pupils to complete their independent study successfully.
- 2.2 The Charter School shall comply with all applicable state and federal laws regarding independent study instruction, including Education Code Sections 51745 through 51749.3, and the provisions of the Charter Schools Act and the State Board of Education regulations adopted thereunder.
- 2.3 Each student's Personalized Learning (also referred to herein as "Independent Study") shall be coordinated, evaluated, and carried out under the general supervision of an assigned certificated employee or employees.
- 2.4 **Satisfactory Educational Progress**

Students shall make Satisfactory Educational Progress (SEP), as defined below in Section 2.6. SEP indicates a student's successful completion of coursework towards a High School Diploma, Certificate of Completion, or credit recovery.

SEP will be evaluated based on each student's Personalized Learning Plan that was developed in consultation with students, parents, guardians, caregivers, teachers, and other relevant stakeholders.

2.5 Student Work Assignments

For pupils in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time a Personalized Learning assignment is made, and the date by which the pupil must complete the assigned work shall be twenty (20) school days; or as modified by an assigned credentialed teacher at the time the work is assigned to the pupil. When special or extenuating circumstances justify a longer time for individual pupils, the credentialed teacher may approve a period not to exceed eight (8) weeks.

2.6 Independent Study Evaluation

The School Administrator or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study when the following occur:

1. When any pupil fails to complete three (3) assignments during any period of twenty (20) school days.
2. When the student's educational progress falls below satisfactory levels as determined by the Charter School's Multi-Tiered, Multi-Domain System of Support (MTMDSS) Team procedure, which considers ALL of the following indicators in accordance with Education Code Section 51747(b)(2):
 - a. The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d), paragraphs (4) and (5).
 - b. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - c. Learning required concepts, as determined by the supervising teacher.
 - d. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation made pursuant to this section shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

2.7 Involuntary Removal Procedures

If it is determined Independent Study is not in the best interest of the student, no pupil shall be involuntarily removed by the Charter School for any reason, unless the parent or guardian of the pupil has been provided written notice of the intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate, before the effective date of the action, an involuntary removal hearing, which will follow the same procedures as a hearing for a disciplinary removal. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the involuntary removal hearing procedures, the pupil shall remain enrolled and shall not be removed until the Charter School issues a final decision. The involuntary removal hearing and decision shall follow the same procedures set forth in the school's discipline policy and procedures. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in the Charter School's discipline policy and procedures. A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.

2.8 Academic Content

The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the local educational agency for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.

2.9 Tiered Reengagement Strategies

The Charter School has established procedures for tiered reengagement strategies for the following students in accordance with Education Code Section 51747(d):

1. All students who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;
2. Students found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
3. Students who are in violation of the written agreement pursuant to Education Code Section 51747(g).

The procedures for tiered reengagement strategies include local programs intended to address chronic absenteeism, as applicable, with at least all of the following in accordance with Education Code Section 51747(d):

1. Verification of current contact information for each enrolled student.
 - a. During each regularly scheduled appointment, supervising teachers and support staff shall verify and update student contact information.
2. Notification to parents or guardians of lack of participation within one school day of the recording of a nonattendance day or lack of participation.
 - a. Parents, guardians, or caregivers will be contacted within one school day of the recording of a non-attendance day or lack of participation.
3. A plan for outreach from the Charter School to determine student needs, including connection with health and social services as necessary.
 - a. A reengagement letter will be sent via email or hard copy to parents, guardians or caregivers whose students are making unsatisfactory educational progress and for whom other forms of outreach have been unsuccessful.
 - b. A preventative meeting will be scheduled to offer resources, including connection with health and social services as needed.
4. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the student's achievement and well-being, consistent with the policies adopted pursuant to Education Code Section 51747(g)(4).
 - a. An Attendance Intervention Meeting (AIM) will be conducted after a student has missed three (3) assignments during any period of 20 school days, and is determined to be making unsatisfactory educational progress. During the AIM meeting, an evaluation will

be conducted to determine whether it is in the best interests of the student to remain in independent study, or whether the pupil should return to the regular school program. The meeting shall include a review of the pupil's written independent study agreement, and reconsideration of the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant Sections 2.4 through 2.6, above. If the student and parent/guardian/caregiver elect to stay enrolled, the team will develop an agreement to help support the student to make satisfactory educational progress, including additional resources and supports. At a minimum, all parties who signed the independent study agreement will be in attendance including, but not limited to, the student, parent/guardian/caregiver, the supervising teacher, and the student retention support staff.

- b. If the student continues to make unsatisfactory educational progress, then a Student Retention Meeting (SRM) will be scheduled to review the student's progress, remove any additional barriers, and serve as a last attempt to re-engage the student.
- c. If the student continues to make unsatisfactory educational progress, the student will be transitioned out of the program and referred back to their school district of residence. Students will receive written notice explaining their rights under Education Code Section 47605 and Section 2.7 above, which includes minimum notice prior to transition (5 days) and the right to a hearing before the effective date of the transition.

2.10 **Instruction**

In accordance with Education Code Section 51747(e) and the definitions provided in Education Code Section 51745.5, the Charter School's plan to provide opportunities for instruction for all pupils throughout the school year are as follows:

- Grades 6-8:
 - o **Daily live interaction** will be provided via tutoring with a classified or certificated staff member, on a daily basis. Tutoring is offered virtually.
 - o **Weekly synchronous instruction** will be provided by the student's teacher(s) of record virtually, or telephonically on a weekly basis.
- Grades 9-12:
 - o **Weekly synchronous instruction** will be provided by the student's teacher(s) of record virtually, or telephonically on a weekly basis.

2.11 **Documentation Requirements**

The Charter School shall document each pupil's participation in live interaction

and synchronous instruction pursuant to Section 51747 on each schoolday, as applicable, in whole or in part, for which independent study is provided. A pupil who does not participate in independent study on a schoolday shall be documented as nonparticipatory for that schoolday. [Ref. Education Code Section 51747.5(c)]

The Charter School shall maintain written or computer-based evidence of pupil engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades. [Ref. Education Code Section 51747.5(d)]

2.12 Student Transition Plan

In accordance with Education Code Section 51747(f), the Charter School shall assist in the transition of pupils whose families wish to return to in-person instruction expeditiously, and, in no case, later than five instructional days. As the Charter School is a nonclassroom-based charter school, it does not provide students an in-person or traditional classroom-based instructional program option for transfer. As such, upon notification that a family wishes to return to in-person instruction, the Charter School shall assist the family by providing a list of local school options within their district of residence and a weblink to greatschools.org, and any other actions within the reasonable control of the Charter School that are necessary to assist in the student's transfer including, but not limited to, transfer of pupil records as required by state law, and follow-up procedures from the Charter School's student retention support team.

2.13 Independent Study Agreement

A current written independent study agreement for each Personalized Learning pupil shall be maintained on file for each participating student, including but not limited to, all of the following:

- The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent, guardian, or caregiver regarding a pupil's academic progress.
- The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
- The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil's

assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.

- The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
- Each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.
- Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as

provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

- 2.14 The Area Superintendent or Designee may establish regulations to implement these policies in accordance with the law.
- 2.15 If a permanent change in the supervising teacher occurs, the new supervising teacher must sign and date an independent study agreement addendum. By doing so, the teacher agrees to all the terms previously set forth in that independent study agreement.
- 2.16 If a student is designated as needing special education services after enrollment, a Special Education Specialist must sign and date an independent study agreement addendum.



EXHIBIT M

Sample Independent Study Agreement



Mission Academy Independent Study Agreement

Student**Student Number:****Address:****Location:****1st Phone Number:****DOB:****Program Placement: Diploma Path 1****Contract Term: Full Year****Beginning Date:****End Date:****Year:****2nd Phone Number:****Grade Level:****School for Classroom Option:****WIOA Number: None****It is understood that:****Objectives:**

The student will complete the courses listed below. All course objectives will be consistent with the established school's governing board policy and are consistent with school standards as outlined in the school's subject/course descriptions. Assignment and Work Record (AWR) Forms will include additional descriptions of the major objectives and activities of the courses of study covered by this agreement including the evaluation of student work and are incorporated herein. The term "Course Value" (CV) refers to the number of credits (secondary education) or weeks of work (elementary education) the student will attempt.

Schedule	Category	Course Value

Methods of Study:

Specific methods of study will be designated on the Assignment and Work Record (AWR) and Attendance Record incorporated herein. Examples of methods of study for the student will include, but are not limited to: Independent Reading, Textbook Activities, Problem Solving, Study Projects, Drill & Practice, Experiential Learning, Computerized Curriculum, Web/Internet Research, Library Research, Field Trips, Learning Center Courses.

Specific Resources:

The school will provide appropriate instructional materials and personnel necessary to the achievement of the objectives and must include resources that are normally available to all students on the same terms as the terms on which they are available to all. Resources include providing access to all pupils to connectivity and devices adequate to participate in the educational program and to complete assigned work. Assignments and specific resources will be designated on the Assignment and Work Record (AWR) and Attendance Record incorporated herein.

Additional Supports for Special Populations:

Academic and other supports will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English Learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports. Additional supports include but are not limited to free tutoring during regular school hours, intervention courses, specialized academic instruction, social emotional learning programs, and additional supports as needed.

Methods of Evaluation:

Academic evaluations will be designated on the Assignment and Work Record (AWR) and Attendance Record incorporated herein. Other acceptable methods of evaluation include, but are not limited to: Teacher Made Tests, Student Conferences, Progress/Report Cards, Chapter/Unit Tests, Work Samples, Observations, Portfolios, State Standards Testing, Learning Journals, Presentations, Quizzes, Labs, Finals.

Students are required to report to their teacher and receive reports on their academic progress as

scheduled:

Manner of Reporting may include any or all of the following: One-on-One, Small Group, Email, Fax, Online. Time: During School Hours. Day: Monday through Friday. Frequency: Weekly. Location: Online.

Parents/Guardians are to receive communications regarding their student's academic progress as follows:

Manner of Reporting may include any or all of the following: in person, via telephone, email, or in writing. Time: During School Hours. Frequency: Weekly. Location: Online.

Voluntary Statement:

It is understood that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Education Code Section 48915 or 48917, instruction may be provided for a student through independent study only if the student is offered the alternative of classroom instruction.

Board Policies:

According to the policy for grades 6 through 12, the maximum length of time allowed between when the assignment was made and the date by which the student must complete the assigned work shall be twenty (20) school days, unless an exception is made in accordance with the board policy. The student shall make satisfactory educational progress, as defined in the Personalized Learning Policy. After a student has missed three (3) assignments, during any period of twenty (20) school days, and is determined to be making unsatisfactory educational progress, an evaluation will be made to determine whether it is in the best interests of the student to remain in independent study.

Additional Courses:

May be added to this agreement as needed if the agreement is re-signed and re-dated by the teacher and the student.

I have read and I understand the terms of this agreement, and agree to all provisions set forth.

_____ Student Signature	_____ Date
_____ Parent/Guardian/Caregiver Signature	_____ Date
_____ Supervising Teacher Signature	_____ Date
_____ Special Education Specialist Signature	_____ Date
_____ Other Signature	_____ Date

Other Signature

Date



EXHIBIT N

Sample Professional Development Opportunities

Category	Professional Development Opportunity
Mandated Trainings	Adult and Pediatric First Aid/CPR/AED
Mandated Trainings	Anaphylaxis and Epinephrine Auto-Injector Training
Mandated Trainings	Anti-Harassment Training for All Employees-California (SB 1343)
Mandated Trainings	Anti-Harassment Training for Supervisors and Managers-California (SB 1343/AB1825)
Mandated Trainings	Bloodborne Pathogens Safety
Mandated Trainings	Homeless Education Foundations
Mandated Trainings	LGBTQ+ Cultural Competency Training (EC Section 218.3(a))
Mandated Trainings	Mandated Child Abuse Reporting: School Employees (AB 1432)
Mandated Trainings	School Safety: Bullying (AB 2291)
Mandated Trainings	Sexual Health Education Mandated Training: School Staff (AB 2601)
Mandated Trainings	Suicide Prevention Training
Mandated Trainings	Title IX and Sexual Misconduct for K-12 (federal Title IX regulations)
Trainings	CyberSecurity Overview
Trainings	Educator Foundations: Serving Special Populations
Trainings	Educator Foundations: Trauma Resilient Educational Communities
Trainings	FERPA Basics
Trainings	Foundations of WIOA
Trainings	HOPE 101
Trainings	Human Trafficking Prevention Training (SB 1104)
Trainings	JAG 101
Trainings	LLU Homeless Education Foundations - McKinney Vento
Trainings	Mandated Reporter
Trainings	Portrait of our Organization

Category	Professional Development Opportunity
Trainings	School Bullying
Trainings	The Four Tendencies
Trainings	TREC 101
Trainings	TREC 101 - Foundations of PACEs Science and Trauma-Resilient Practices
Trainings	TREC 201
Trainings	TREC 301
Trainings	TVS: Recognizing and Preventing Youth Suicide
Trainings	Warm Demander
Trainings	Workplace Violence Prevention
Role-Specific Training	Beyond SST (Student Support Team) for Teachers
Role-Specific Training	CTE Teaching Essentials 101: Preparing to Teach
Role-Specific Training	ELAC Training
Role-Specific Training	Reclassification Training for Special Education
Role-Specific Training	Teacher Academy - Los Angeles
Role-Specific Training	WASC Chair Visit at Inderkum
Leadership Training/Conferences	CSDC (Charter Schools Development Center) Conference
Leadership Training/Conferences	Elev8 Admin Q1 Admin Retreat
Leadership Training/Conferences	Learning Disabilities Association of America International Conference
Leadership Training/Conferences	LLAC Network Principal's Retreat
Leadership Training/Conferences	National School Counseling Leadership Conference
Conferences	34th Annual National Dropout Prevention Conference
Conferences	ASCA National Counseling Conference

Category	Professional Development Opportunity
Conferences	AVID Summer Institute: Digital Teaching and Learning
Conferences	CABE 2025 (California Association for Bilingual Education)
Conferences	Career & Experiential Learning Introduction
Conferences	CASCWA Conference (California Association of Supervisors of Child Welfare and Attendance)
Conferences	CCIS (California Consortium for Independent Study) Conference
Conferences	CITE Conference (California IT in Education)
Conferences	Community Schools Fundamentals Conference
Conferences	CSU Counselor Conference
Conferences	CUE Conference
Conferences	ISTE (International Society for Technology in Education) Conference
Conferences	LLAC SPED Summit
Conferences	National Community & Family Engagement Conference - CCSPP
Conferences	NSTA (National Science Teaching Association) Conference
Conferences	OLC Accelerate Conference
Conferences	OLC Innovate, Nashville, TN
Conferences	Online Teaching Conference (OTC)
Conferences	PLCs at Work Conference (Solution Tree)
Conferences	SELPA Leadership Conference
Conferences	SXSW EDU 2025, Austin, TX
Conferences	Tilly's Life Center One-Day SEL Summer Institute 2024
Conferences	UC Counselor Conference
Conferences	WASC Conference
Additional Professional Development	Building Student Relationships Virtual Event
Additional Professional Development	Designing Content with a DEI Lens

Category	Professional Development Opportunity
Additional Professional Development	Effective Student Appointment Training



EXHIBIT O

Multilingual Learner Master Plan



Master Plan for Multilingual Learners

2025-2026

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INTRODUCTION

This plan outlines Mission Academy's vision and mission for educating students whose primary language is other than English. Mission Academy affirms, welcomes, and responds to a diverse range of Multilingual Learner (ML) strengths, needs, and identities. The school is dedicated to offering personalized learning experiences that align with these strengths. Mission Academy equips students with the linguistic, academic, and social skills that language learners need to succeed in college, career, and civic engagement in a global, diverse, multilingual society. This plan follows The English Learner Roadmap, which was adopted by the State Board of Education in 2017 as an integral part of serving ML students.

PURPOSE

The purpose of Mission Academy's Multilingual Learner (ML) Plan is to provide education and tools for the correct identification, program placement, English Language Development (ELD) instruction, assessment, monitoring, and reporting of students whose primary language is other than English. Parents and guardians of MLs are informed annually about their student's instructional program placement. The parents of MLs receive information regarding their student's assessment and progress, along with opportunities for collaboration and decision-making.

This plan outlines the legal requirements for serving MLs to provide equal access to education according to federal and state laws, court decisions, and California State Board of Education regulations that define the requirements for educational services for MLs. Mission Academy anticipates that this plan will guide the best instructional practices for MLs and implement necessary changes to ensure their academic success. The school and staff acknowledge that serving MLs is a joint responsibility of all educational partners.



GUIDING PRINCIPLES

1. **Assets-Based Learning**—Knowing that no one-size-fits-all approach works for all Multilingual learners, the school is responsive to individual Learners' strengths, needs, and identities and supports their socio-emotional health and development.
2. **Language and Culture**- The school welcomes the languages and cultures that Multilingual learners bring to the school as a benefit for their own learning. Encouraging bilingualism benefits students' future academic success and their community.
3. **Rigorous Academics**- Multilingual learners participate in an intellectually rich, standards-based curriculum with instructional scaffolding that promotes high levels of proficiency in English and academic achievement across the curriculum.
4. **Supporting Effectiveness**- To understand and address the strengths and needs of Multilingual learners, the school provides professional learning and collaboration time in which teachers and staff utilize academic data to inform instruction and improvement.
5. **Articulation Across Programs**—The school's Multilingual learners undergo a structured and coordinated series of programs that lead to reclassification and graduation, preparing them for college and careers in the 21st century.
6. **Systematic Support**- The school, families, and the community share the responsibility for educating and monitoring the progress of Multilingual learners and are accountable and responsive to their needs.

(SBE, EL Roadmap 2017)



I. STUDENT IDENTIFICATION, ASSESSMENT AND PROGRAM PLACEMENT

This section explains Mission Academy's policies and procedures for the initial identification, assessment, and placement of students. The process ensures consistency in enrollment procedures, including assessments, providing information to parents about program options, and placing students in the appropriate programs.

Home Language Survey

1. Which language did your child learn when they first began to talk?
2. Which language does your child most frequently speak at home?
3. Which language do you (the parents/guardians) most frequently use when speaking with your child?
4. Which language is most often spoken by adults in the home?

The results are stored in Mission Academy's Student Information System.

If the responses to questions 1, 2, 3, and 4 on the Home Language Survey indicate that the student speaks "English," then the student is designated as English Only (EO). If questions 1, 2, or 3 indicate that a language other than English is spoken in the home, the student will receive an assessment to measure their English proficiency level (5 CCR § 11510(k), 11511(a)).

English Language Proficiency Assessment

State regulations require that if the student's Home Language Survey indicates that a language other than English is spoken at home, the student's English Language Proficiency level must be evaluated within 30 calendar days of initial enrollment. The assessment used to determine the student's initial English proficiency is the state-mandated English Language Proficiency Assessments for California (ELPAC). The ELPAC evaluates English proficiency in listening, speaking, reading, and writing according to sections 5 CCR § 11307(a) and 11511.

The student will receive a score for each part of the test and an overall proficiency score. If the student's overall score on the Initial ELPAC indicates well-developed oral and written English skills, the student will be classified as Initial Fluent English Proficient (IFEP). If the student's overall score on the Initial ELPAC indicates minimally, somewhat, or moderately developed oral and written English skills, the student will be classified as an English Learner (EL).

If an Individualized Education Program (IEP) states that a student is unable to take all or part of the ELPAC, the student will be given the Alternate ELPAC in accordance with California Department of Education (CDE) regulations (5 CCR § 11516.5).



Parent Notification

Mission Academy provides written communication to the parent in a language they understand to inform them of their student's assessment results. This notification also includes a description of the program placement at Mission Academy, allowing parents to make an informed decision about the best program option for their student.

Instructional Program Placement

At Mission Academy, multilingual learners will be placed in the program that is most suitable for them. The school offers English Mainstream Instruction, Structured English Immersion programs, and a Newcomer Program for students who have recently arrived in the country.

Transfer Students

Students usually have documentation of their Home Language Survey (HLS), scores from state assessments like the ELPAC, and an initial language classification (EO, IFEP, and EL). These students are exempt from the initial identification process. If parents provide the student's records, school staff will review them to determine the appropriate placement. If parents are unable to provide the records, school staff will contact the student's previous school to obtain the necessary information through email/fax or via the California Longitudinal Pupil Achievement Data System (CALPADS). Once the school receives the records, they will input the relevant information into the Student Information System (SIS).

Multilingual Learner Typologies

Initial identification processes and ongoing monitoring are essential in proper program placement for language Learners. Eight multilingual learner profiles help Mission Academy respond to different students' characteristics and experiences.

- 1. Adult English Learner-** A student identified as an English Learner who is 22 years old or older.
- 2. Newcomer -** Students who are recent immigrants to the United States, who have little or no proficiency in English, and who may have had limited formal education in their native countries.
- 3. English Learner –** A student who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English. This pupil is also known as a Limited English Proficiency (LEP) student.
- 4. Dually Identified Student -** A student identified as an EL with a current Individualized Education Program (IEP) designed to meet their educational needs. According to their IEPs, these students need special education services, support, and appropriate accommodations to progress toward meeting grade-level standards and becoming fully English proficient.
- 5. Initially Fluent English Proficient (IFEP) -** A student whom a language other than English is reported on the HLS and who, upon initial assessment, is determined to be proficient in English.
- 6. Long-Term English Learner (LTEL) -** A student proficiency within seven years of being initially classified as an English learner.
- 7. Reclassified Fluent English Proficient (RFEP) -** A student who has been identified as an English Learner (EL) and has subsequently met the reclassification criteria in California to be redesignated as proficient in English.
- 8. Ever English Learners (Ever-ELs) -** Students currently classified as ELs and RFEP students.

(SBE, EL Roadmap P1B 2017)

II. INSTRUCTIONAL PROGRAM OPTIONS

Mission Academy is committed to providing various program options for Multilingual learners to help them develop English Language Proficiency and achieve academic success. The school understands that students can achieve this goal through well-designed, rigorous, standards-based programs that allow students to access the full curriculum while also learning English (SBE, EL Roadmap P2, 2017)

Mission Academy offers English Language Mainstream, Structured English Immersion, and Newcomer program options for MLs.

English Language Mainstream (ELM)

The English Language Mainstream program supports students’ continued progress linguistically and academically toward meeting content and proficiency-level ELD standards. Multilingual Learners receive differentiated ELD instruction, which includes designated ELD and scaffolded academic content instruction and support. The students in this program have access to a-g course requirements to be college and career-ready. This program option also meets the needs of recently reclassified students to ensure that their linguistic and academic skills are comparable with the performance of their English-proficient peers.

STUDENT SERVED	PROGRAM COMPONENTS
EL & LTEL ELPAC Level 4 IFEP RFEP EO	Designated ELD Instruction Aligned with the student’s level of English proficiency or as a designated part of their English course. Integrated ELD Instruction Grade-level instruction in English, math, science, and social science is delivered through Integrated English Language Development (ELD) using specially designed academic instruction with materials aligned to standards. Linguistic Accommodations Students receive accommodations based on their English Language Proficiency in order to help them master the standards.
Interventions and Support • Specialized Reading Instruction • Specialized Writing Instruction • Academic Skills Targeted Instruction • Tutoring • Counseling	

Structured English Immersion (SEI)

Structured English Immersion focuses on students acquiring English language skills and accessing core content so that Multilingual Learners can succeed in the English Language Mainstream (ELM) program. This program option is designed to ensure that students meet grade-level English Language Development (ELD) standards through high-quality language development instruction. Students receive grade-level core content appropriately differentiated and scaffolded in English, with primary language support for clarification. Depending on the student’s needs and prior education, interventions will be provided to assist students in meeting core curriculum and ELD standards. The focus is to minimize any academic deficits that may occur as students are not yet proficient in the English language.

STUDENT SERVED	PROGRAM COMPONENTS
EL ELPAC Levels 1-2	Designated ELD Instruction Aligned with the student's level of English proficiency or as a designated part of their English course. Integrated ELD Instruction Grade-level instruction in English, math, science, and social science is delivered through Integrated ELD using specially designed academic instruction with materials aligned to standards. Linguistic Accommodations Students receive accommodations based on their English Language Proficiency (ELP) to help them master the standards. Primary Language Support Students receive this support as needed.
EL ELPAC Level 3	Designated ELD Instruction Aligned with the student's level of English proficiency or as a designated part of their English course. Integrated ELD Instruction Grade-level instruction in English, math, science, and social science is delivered through Integrated ELD using specially designed academic instruction with materials aligned to standards. Interventions Students receive personalized interventions to strengthen the academic and language skills necessary to become fluent in English. Linguistic Accommodations Students receive accommodations according to their ELP to help them master the standards.
LTEL ELPAC Levels 2-3	Designated ELD Instruction Aligned with the student's level of English proficiency or as a designated part of their English course. Integrated ELD Instruction Grade-level instruction in English, math, science, and social science is delivered through Integrated ELD using specially designed academic instruction with materials aligned to standards. Interventions Students receive personalized interventions to strengthen the academic and language skills necessary to become fluent in English. Linguistic Accommodations Students receive accommodations according to their ELP to help them master the standards.
Interventions and Support • Specialized Reading Instruction • Specialized Writing Instruction • Academic Skills Targeted Instruction • Tutoring • Counseling	

Newcomer Program

The Newcomer program with primary language support provides Multilingual learners with an intensive English acquisition program while they learn about their new school environment, culture, and country. The curriculum in this program focuses on developing foundational English fluency skills but may be more advanced depending on students' needs and prior education. Primary language support helps students access the core curriculum taught in English and tap into their previous knowledge. This support is necessary to motivate students and to clarify, assist, or explain concepts. When bilingual staff cannot provide primary language support, teachers are encouraged to use various materials and resources to ensure that all primary language support tools are available to students.

STUDENT SERVED	PROGRAM COMPONENTS
EL Initial ELPAC Novice or EL SA ELPAC Level 1	Designated ELD Instruction Aligned with the student's level of English proficiency or as a designated part of their English course. Integrated ELD Instruction Grade-level instruction in English, math, science, and social science is delivered through Integrated ELD using specially designed academic instruction with materials aligned to standards. Instructional Grouping Students are grouped based on their English language proficiency and have access to core courses when appropriate. Linguistic Accommodations Students receive accommodations according to their ELP to help them master the standards. Primary Language Support Students receive this support as needed. Assessment Frequent assessments, data review, and analysis assist in developing the students' foundational skills in English.
Interventions and Support • Counseling • Community Resources Connection • Specialized Reading Instruction • Specialized Writing Instruction • Academic Skills Targeted Instruction • Tutoring	

Students with Disabilities

Students with disabilities must have the same access to ELD instruction and support as their peers who do not have IEPs. When a student qualifies for Special Education Services, the IEP team decides linguistically, and developmentally appropriate goals and objectives based on the student's needs. The student's IEP will include goals that address English Language Development and accommodations and/or modifications that support access to the content areas (SBE, EL Roadmap P1E 2017).



III. MONITORING OF STUDENT PROGRESS AND RECLASSIFICATION

This section includes information about state and school assessments used to monitor the academic and linguistic progress of Multilingual Learners. It also provides information about the reclassification processes and procedures at Mission Academy.

California’s English Language Proficiency Assessments

Mission Academy must comply with state and federal laws (California Education Code [EC] 313 and 60810) that require the administration of an annual assessment to measure progress in English Language Proficiency (ELP) for all students identified as English Learners (ELs). The current ELP state-approved assessment is the English Language Proficiency Assessments of California (ELPAC) and is aligned with the CA 2012 ELD standards. The ELPAC, a crucial tool in our educational system, evaluates students' language development in listening, speaking, reading, and writing. These assessments track English language proficiency for students enrolled in English Language Development programs to ensure that each student is progressing toward meeting state proficiency-growth expectations. The Alternate ELPAC is intended explicitly for ELs with the most significant cognitive disabilities; this test is administered to these students as indicated in their Individualized Education Program (IEP).

English Language Proficiency Assessment of California (ELPAC)			
Type	Grade Level	Testing Administration	Guidelines
Initial or Initial Alternate	6-12	July 1st-June 30th	Assess students within 30 days of enrollment to determine if they will be identified as ELs.
Summative or Summative Alternate	6-12	February 1st-May 31st	Annually measure students' progress in achieving English fluency and determine their ELP level.

Academic Assessments Used to Monitor Student Progress

The California Assessment of Student Performance and Progress (CAASPP) assesses a student's English Language Arts (ELA) and Mathematics performance in grades 3-8 and grade 11, using the Smarter Balanced Assessment Consortium (SBAC) summative assessments. These state-mandated assessments are required for all students, regardless of their language classification. However, newcomers to the United States who have been in the country for less than 12 months are exempt from taking the ELA portion of the CAASPP. The California Alternate Assessments (CAAs) for ELA and Mathematics are available to students with disabilities in grades 3-8 and grade 11 when specified in the student's IEP.

The school uses summative assessments to track students' academic progress in reading and mathematics. Students take these assessments every semester using Measures of Academic Progress (MAP) by the Northwest Evaluation Association (NWEA). Academic courses evaluate each student's mastery of the state's content standards through end-of-module assessments. Multilingual learners who receive instructional support in Structured English Immersion and English Language Mainstream programs are required to complete these assessments in English, with appropriate linguistic accommodations based on the student's English Language Proficiency level.

Academic Achievement Assessments

Type	Grade Level	Testing Administration	Guidelines
CAASPP ELA	6-8, 11	Spring	Students' progress in English language arts (ELA) is assessed yearly to determine their readiness for college and careers.
CAASPP Math	6-8, 11	Spring	Students' progress in Mathematics is assessed yearly to determine their readiness for college and careers.
NWEA MAP Reading	6-12	July 1st-June 30th	Students are tested within 30 days of enrollment and then on a semesterly basis.
NWEA MAP Math	6-12	July 1st-June 30th	Students are tested within 30 days of enrollment and then on a semesterly basis.
Core Curriculum	6-12	July 1st-June 30th	Assess academic progress in core content areas taught in English

Assessment Data for Instructional Planning

Student assessment results are essential to instructional planning and monitoring student progress and can be accessed through the Student Information System (SIS) on the student's dashboard at Mission Academy. The SIS also offers essential information about Multilingual Learners, such as enrollment trends, language proficiency levels, placement in instructional programs, and academic performance. This data is essential to support instructional planning and tracking student progress toward reclassification.

Teachers use course assessments to review student progress, plan differentiated instruction, and provide linguistic accommodations. ELPAC data and course assessment results are used to assess student placement in ELD courses. Teachers use formative assessments in ELD to identify areas of progress and instructional accommodations to meet individual student needs. CAASPP and Lexile scores in ELA, reading, and mathematics are used to identify students needing interventions. Department teams regularly meet to review student data and plan instruction accordingly. Mission Academy's leadership team is responsible for monitoring the progress of all students' language development.



Multilingual Learner (ML) Team

The Multilingual Learner (ML) team at Mission Academy meets collaboratively to focus on the language and academic achievement of multilingual learners. During meetings, they collectively monitor students' progress. The team utilizes data to make decisions, solve problems, identify student instructional needs, provide interventions, and track student progress.

The ML team provides oversight and guidance in various areas, including:

- Monitoring and reviewing the language and academic development of MLs
- Reviewing the placement, progress, and intervention of the ML instructional program
- Monitoring the progress of students reclassified as Fluent-English Proficient (RFEP)

Reclassification Criteria and Process

Multilingual Learners will be classified as fluent in English when they have acquired the comprehension, speaking, reading, and writing skills required to thrive in an English-fluent learning environment. The board of the Mission Academy has adopted reclassification criteria following guidance from the California Department of Education (CDE) (EC 11511(a)).

Reclassification Criteria	Data/Documents Reviewed										
1. Assessment of English Language Proficiency on the English Language Proficiency Assessment for California (ELPAC) or Summative Alternate ELPAC test for students with the most significant cognitive disabilities (EC § 313(d)(1); 5 CCR § 11303(a)	• Student performance on the Summative ELPAC is an overall score of PL 4 • Student performance on the Summative Alternate ELPAC is an overall score of PL 3										
2. Teacher evaluation that includes, but is not limited to, the pupil's academic performance. (EC § 313(d)(2); 5 CCR § 11303(b)	Student grade records must display a "C" or higher grade in either their English or English Language Development course.										
3. Parent opinion and consultation (EC § 313(d) (3); 5 CCR § 11303(c).	Parent/guardian acknowledgement of their student's English language proficiency and meeting the guidelines for reclassification.										
4. Comparison of student performance in basic skills against an empirically established range of performance in basic skills of English proficient students of the same age. (EC § 313(d)(4); 5 CCR § 11303(d)	Current student performance on NWEA's MAP in Reading <table> <tr> <th>Grade Level</th><th>Lexile Range</th></tr> <tr> <td>9-12</td><td>850L or Above</td></tr> <tr> <td>8</td><td>790L or Above</td></tr> <tr> <td>7</td><td>770L or Above</td></tr> <tr> <td>6</td><td>730L or Above</td></tr> </table> Or Student performance on CAASPP ELA with a score of Standard Nearly Met or Higher	Grade Level	Lexile Range	9-12	850L or Above	8	790L or Above	7	770L or Above	6	730L or Above
Grade Level	Lexile Range										
9-12	850L or Above										
8	790L or Above										
7	770L or Above										
6	730L or Above										



Guidelines for Reclassification of Dually Identified Students

The following processes are in place for an English learner with an Individualized Education Program (IEP).

Students with Mild/Moderate Disabilities

The SPED team will follow the reclassification process for general education students for students with IEPs who are being instructed to use the general education curriculum with accommodations and/or modifications. The IEP team may determine an alternative reclassification process if a student being considered for reclassification fails to meet the reclassification criteria within the expected time frame due to the student's disability.

The IEP team, in close collaboration with parents/guardians, must identify the Alternative assessments for use in the Reclassification process for the student. The results from these assessments, a product of shared effort, are gathered and reviewed to assess the student's progress toward reclassification. The results are then presented to the IEP team and parents/guardians, who together determine if reclassification is in the best interest of the student.

Students with Moderate/Severe Disabilities

An alternative reclassification process is used for students with moderate to severe disabilities. This process is designed for students whose IEP teams have determined that they are unable to participate in the ELPAC.

Reclassification for the students with the most significant cognitive disabilities is based upon the Summative Alternate ELPAC. The IEP team, after a thorough review of the data, makes the final decision about reclassification, ensuring that the student's unique needs are considered.

Monitoring of Reclassified Students

At Mission Academy, our leadership takes the responsibility of monitoring the progress of reclassified students very seriously. This monitoring continues for a minimum of four years after a student's reclassification. Annually, we compile a list of reclassified students who require this monitoring and review their performance on achievement and performance measures. If a student begins to fall behind on measures of achievement related to grade-level standards, the ML Team meets to develop an intervention plan for the student.

Interventions provided to students:

- Specialized Reading Instruction
- Specialized Writing Instruction
- Integrated ELD Instruction
- Linguistic Accommodations
- Academic Skills Targeted Instruction
- Tutoring



IV. ENGLISH LANGUAGE DEVELOPMENT

This section explains how Mission Academy supports English Learners' (ELs) unique challenge of learning English as they are also learning grade-level content. Teachers provide high quality instruction for ELs across the disciplines, including alignments to the California curricular frameworks to provide students with 21st century academic, linguistic, and intercultural skills (SBE, EL Roadmap P2 2017).

Overview

The goal of ELD instruction at Mission Academy is to purposefully teach English in order to develop an English language foundation in both social and academic settings. ELD also offers a foundation for literacy development to assist in balancing and strengthening the California Standards in English Language Arts. Teachers focus on the key themes of ELA/Literacy and ELD Instruction of meaning making, language development, effective expression, content knowledge and foundational skills. All teachers will support the language learning needs of their ELs in ways that promote the development of content knowledge and advanced levels of English.

ELD instruction uses the CA ELD Standards and is described in two ways.

1. Designated ELD is "a protected time during the regular school day when teachers use the CA ELD Standards as the focal standards in ways that build into and from content instruction in order to develop critical English language skills, knowledge abilities needed for content learning in English."
2. Integrated ELD refers to "ELD taught throughout the day and across the disciplines. All teachers with ELs in their classrooms should use the CA ELD Standards in addition to their focal CA CCSS for ELA/Literacy and other content standards to support their ELs' linguistic and academic progress."

(California ELA/ELD Framework (2014) Ch. 2, pp. 106)

Multilingual Learners have access to a well-structured, standards- based core curriculum. In Structured English Immersion (SEI) and English Language Mainstream (ELM) environments, core instruction and integrated English Language Development occur in English. Instruction includes specially designed academic instruction in English (SDAIE) strategies and primary language support as needed to ensure access to the core curriculum.

Designated English Language Development

Designated ELD instruction is standards-based and follows a scope and sequence of language skills to support students in learning English within a reasonable amount of time. It is designed to teach students at their English proficiency levels as determined by English language assessments. The results of these assessments support teachers in differentiated instruction to meet students' needs. When possible, students are grouped by proficiency level for Designated ELD to advance them to the next proficiency level before they participate in the annual ELPAC.

The 2012 California ELD Standards provide descriptions of achievement at three proficiency levels. These levels are listed as Emerging, Expanding, and Bridging. The standards address skills necessary within the collaborative, interpretative, and productive communicative modes to become proficient with California's ELD standards. The standards also call for acquiring linguistic resources so students can better understand how English is used to structure text orally or in print and communicate clearly.

Designated ELD focuses on developing skills to use English by interacting in meaningful ways and with language to acquire knowledge of how English works.

Designated ELD instruction highlights the development of oral language skills and abilities using academic language. At the Expanding and Bridging proficiency levels, students produce more refined and complex oral and written texts as they progress toward English proficiency. The teacher must address the individual needs of LTELs during Designated ELD by targeting each student's instructional and linguistic gaps. At the Emerging proficiency level, English Language Development instruction will emphasize oral language development and foundational English skills for students.

Courses for Designated ELD Instruction

Courses specifically designed for English Language Development (ELD) instruction are taught by fully credentialed teachers to all students regardless of their program option until they achieve Reclassification as Fluent English Proficient (RFEP). The chart below assists school staff in assigning an ELD course that matches a student's proficiency level.

6-12 English Language Development Course Placement Guide

Introduction			
This guide provides direction when selecting an appropriate course for students learning English. When possible, thoroughly review students' transcripts and ELPAC/CAASPP scores, and talk with them about their educational history and exposure to the English language before enrolling them into a course of this guide.			
Newcomers	Students who are learning a new language develop metacognitive awareness of what language is and how it is used. They utilize this awareness in their language learning strategies and draw upon the knowledge of their native language in the process.		
Initial ELPAC Level	Lexile Range	ELA/ELD and Intervention Courses	Details
Grades 6-8			
Level 1 or Novice	BR-400L	Newcomer (LT)	This course offers valuable instruction on the American school system, helps students develop functional vocabulary, and provides support for building essential literacy skills.
Level 1 or Novice	BR-400L	ELL Foundations Newcomer A/B (Edmentum)	This course design helps students by introducing basic vocabulary and sentence structure that are essential for developing their foundational literacy skills.
Grades 9-12			
Level 1 or Novice	BR - 400L	Newcomer (LT)	This course offers valuable instruction on the American school system, helps students develop functional vocabulary, and provides support for building essential literacy skills.
Level 1 or Novice	BR - 400L	ELL Foundations Newcomer A/B (Edmentum)	This course design helps students by introducing basic vocabulary and sentence structure that are essential for developing their foundational literacy skills.
These courses focus extensively on developing and utilizing fundamental literacy skills. Such skills involve understanding print concepts, phonological awareness, phonics, word recognition, and fluency.			

Emerging	Students who enter the emerging level require more receptive and expressive English skills. As they advance through this level, they can complete a broader range of communication tasks using learned words and phrases with greater ease.		
ELPAC Level	Lexile Range	ELA/ELD and Intervention Courses	Details

Grades 6-8

Level 1 or Novice	100L - 400L	ELD 1 (LT)	The course includes online assessments and lessons based on standards, oral practice, built-in interventions, and an acculturation module to support social-emotional development.
Level 1 or Novice	BR-400L	ELL Foundations Level 1 (Edmentum)	An online program that facilitates the introduction of basic vocabulary and sentence structure.

Grades 9-12

Level 1 or Novice	20L	ELD 1	The course includes online assessments and lessons based on standards, oral practice, built-in interventions, and an acculturation module to support social-emotional development.
Level 1 or Novice	BR-650L	EDGE II A/B (Edge Fundamentals)	An ELD course incorporating reading, writing, listening, and speaking in various literary contexts guides instruction and helps students advance toward English fluency.

Expanding (Low)	Students who enter the expanding level can use English to learn and communicate about various topics and academic subjects. They start to modify phrases and sentences they have learned in English to better suit their immediate communication and learning needs.		
ELPAC Level	Lexile Range	ELA/ELD and Intervention Courses	Details

Grades 6-8

Level 2 or Intermediate	400L-750L	ELD 2 (LT)	This challenging course offers instruction across multiple subjects with a focus on writing, which helps students enhance their academic performance and English language skills.
Level 2 or Intermediate	Grade Span	Language Arts 6 - 8	Students will explore literary elements in both nonfiction and fiction texts, examine point of view in memoirs, and practice writing a short memoir. They will also study character in different genres of literature, explore the topic of change in nonfiction texts, evaluate arguments and claims in informational texts, and study the characteristics of persuasive writing while practicing writing persuasively.
	6th 610L-800L		
	7th 810L-1000L		
	8th 1010L-1200L		

Grades 9-12

Level 2 or Intermediate	400L-750L	ELD 2 (LT)	This challenging course offers instruction across multiple subjects with a focus on writing, which helps students enhance their academic performance and English language skills.
Level 2 or Intermediate	450L-750L	EDGE IIIA/B	An ELD course that provides explicit, rigorous, focused, and guided instruction in reading, writing, speaking, and listening.

Expanding (High)	Students are working toward engaging in English more effectively in more complex, cognitively demanding situations. After exiting the expanding level, students will be able to learn and communicate about various topics and academic content areas.		
ELPAC Level	Lexile Range	ELA/ELD and Intervention Courses	Details

Grades 6-8

Level 3 or Intermediate	Grade Span	Language Arts 6 - 8	Students will explore different elements of fiction such as theme, characters, setting, and plot. They will improve their writing by developing skills required for academic writing, evaluate how change affects society and an individual's personal growth by analyzing various informational texts, conduct a group discussion on the topic of change, examine various poetic devices and elements of drama, compare a dramatic text to its film version, and analyze elements of writing such as tone, audience, purpose, and structure in informational texts.
	6th 610L-800L		
	7th 810L-1000L		
	8th 1010L-1200L		

Grades 9-12

Level 3 or Intermediate	600L-850L	ELD IV A/B	ELD course focused on language acquisition and preparing students for success in grade-level English and content courses

Bridging	Students are working toward engaging in English more effectively in more complex, cognitively demanding situations. After exiting the expanding level, students will be able to learn and communicate about various topics and academic content areas.		
ELPAC Level	Lexile Range	ELA/ELD and Intervention Courses	Details

Grades 6-8

Level 4, 3, or 2 (with demonstrated growth)	Grade Span	Language Arts 6 - 8	Students will analyze the literary elements of point of view and conflict in literature. They will also study the features and techniques of persuasive writing, evaluate the use of conflict in informational texts, learn about the main characteristics of public speaking, deliver a persuasive speech, investigate the theme of identity in literature, and read novels to explore various literary elements.
	6th 610L-800L		
	7th 810L-1000L		
	8th 1010L-1200L		

Grades 9-12

Level 4, 3, or 2 (with demonstrated growth)	750L-900L	Conventional English A/B (Edge C)	This ELD course enhances and strengthens students' academic language skills and prepares them for more challenging college-level courses.

Lifelong Language Learners	Students who have reached proficiency in the English language continue to develop a greater understanding and ability to use English in a variety of different contexts with increasing breadth,		

Please use the **L4L ELA, Literacy & Experiential Learning Placement Guide** for students who have been identified as Initial Fluent English Proficient (IFEP) or Reclassified Fluent English Proficient (RFEP).

Footnotes	- Students learning English as a second language must receive Integrated & Designated ELD instruction in reading, writing, speaking, and listening from the courses listed in this guide. - The Lexile ranges in this guide help teachers determine the appropriate ELA/ELD courses for students learning English as a second language. - A bold course indicates the course is A-G approved. Students can only count one year of ESL/ELD courses towards the four-year English requirement.		



Long-Term English Learners

AB 2193 was signed into law in September 2012, adding EC 313.1 and 313.2 to California's Education Code. A Long-Term English Learner (LTEL) is defined in EC 313.1 as an English Learner who meets the following criteria:

- Is enrolled in grades six to twelve
- Has been enrolled in schools in the United States for six years or more
- Has remained at the same ELP level for two or more consecutive years as determined by the ELPAC
- Scores "Nearly Met" or "Does Not Meet" on the English-Language Arts standards-based achievement test

Many factors contribute to a student becoming a Long-Term English Learner (LTEL). These factors, such as limited ESL/ELD support, high mobility, frequent absenteeism, partial access to the content curriculum, unidentified learning disabilities, and/or socio-emotional issues, can pose significant challenges. These students often have the oral English skills to function in the everyday world outside the classroom but need more academic language skills to succeed in the school setting. We are committed to addressing these challenges and providing the necessary support.

At Mission Academy, our dedicated staff creates a comprehensive and tailored Personalized Learning Plan (PLP) and an Individual English Language Development Plan (IELDP) for each LTEL. These plans are designed to ensure that LTELs achieve success in their English language development. The thoroughness and individualized nature of these plans

demonstrate the school's commitment to each student's progress. Once the student's plan is in place, they will receive Integrated and Designated ELD instruction focusing on areas where they need targeted support as identified in their assessments. The student will also receive one-on-one teacher support and weekly free tutoring.

Integrated English Language Development

Integrated English Language Development instruction is a key component of the Mission Academy's language acquisition program. Its purpose is to help students access content in all subjects by using Specially Designed Academic Instruction in English (SDAIE) strategies. This instruction also aims to enhance students' language skills in core subjects by teaching academic language, discourse practices, and different types of texts. The ELD standards and students' English Language Proficiency (ELP) levels help teachers determine the linguistic support needed for students. This support enables students to work together, understand, and complete tasks in all four language domains according to their proficiency level.

Both the California Content Standards and the ELD Standards emphasize integrating language across content areas such as reading, writing, listening, and speaking. The ELA/ELD Framework suggests an interdisciplinary approach to teaching in order to promote connections between concepts and subject areas. Responsibility for English Language Development (ELD) instruction is shared through collaboration and planning among teachers across departments at the Expanding level in order to successfully implement the California standards for literacy and the ELD standards in conjunction with content standards.

Specially Designed Academic Instruction in English (SDAIE) Strategies

SDAIE instruction is a methodology that combines the best practices of content area teaching and language acquisition. It was developed to meet the needs of students with limited academic English skills. SDAIE places special emphasis on various teaching strategies that provide contextual support for complex content area concepts and language. Teachers use important features of SDAIE to make instruction understandable and meaningful to students. Teachers also consider a student's EPL and the linguistic demands of the assignment.

Teachers use research based SDAIE strategies from "Improving Education for English Learners," published by the California Department of Education. These strategies include:

1. Contextualizing instruction – using non-verbal language, visual support materials, realia, graphic organizers, and oral/verbal amplification to provide students with resources in the environment to construct meaning.
2. Using language modifications such as pause time, questioning, pacing, and highlighting.
3. Using task-based instruction, allowing students to work with concepts and language in various ways (e.g., drama, drawing, mapping, poetry, song, chant).
4. Using language-sensitive and culture-sensitive content teaching.
5. Avoiding the use of idioms and cultural references without explanation.
6. Providing accommodations in the learning environment (e.g., slowing the pace, repetition, chunking information) to maximize student access to content.
7. Providing opportunities to summarize key learning and ideas, such as co-constructing concept charts.
8. Emphasizing major ideas or organizing principles underlying the content.
9. Checking for understanding frequently.
10. Tapping into prior knowledge from previous learning or personal experience.
11. Integrating assessment and instruction ongoingly through observations, portfolios, journals, and analysis of student work.
12. Providing access to age-appropriate literature and informational texts within the student's assessed Zone of Proximal Development.



Primary Language Support

California has entered a new era of ELD instruction that embraces linguistic diversity as an asset while providing the supports necessary to allow English learners access to intellectually rich and engaging curriculum (SBE, EL Roadmap 2017). Primary language support for ELs is the use of students' home language to facilitate understanding of core content that is taught in English for ELs in the Newcomer program, and when needed, Structured English Immersion program. Students with low levels of English proficiency can benefit from the use of their home language to support their English Language Development towards fluency.

The following options are available for primary language support.

- When the teacher is not bilingual, a bilingual paraeducator may be provided.
- Bilingual dictionaries and other support materials can be provided for students with literacy skills in their home language.
- Use of parent volunteers or community members for language and literacy support.
- Instruction of transferable skills such as cognates, prefixes and suffixes.



V. STAFFING AND PROFESSIONAL LEARNING

This section explains the certification requirements and staffing procedures for providing instruction to Multilingual learners. It will also cover the professional learning provided by Mission Academy.

Certification and Staffing

California state law requires appropriate authorization of teachers to provide instruction to Multilingual Learners, including individuals providing specified ELD services (EC Section 44001, EC Section 44830(a), EC Section 44831, and EC Section 44253.1). Any teacher assigned to provide ELD instruction to MLs must be appropriately certified with an English Learner or Bilingual Authorization. These authorizations may include Cross-cultural, Language and Academic Development (CLAD), Language Development Specialist (LDS), SB 1969/39/2042, Bilingual Cross-cultural, Language and Academic Development (BCLAD)/Bilingual Certificate of Competence (BCC), and other current EL authorizations designated by the California Commission on Teacher Credentialing (CCTC). Administrators or additional teaching personnel at the school whose assignment includes ELs will also hold the appropriate certification to provide necessary instructional services to English Learners. (SBE, EL Roadmap PA3 2017)

Bilingual Paraeducators

The paraeducators at Mission Academy contribute specific skills to the Multilingual Learner program. Bilingual paraeducators spend most of their time providing instructional support to students in English, math, social studies, and science. If the teacher does not have a Bilingual Authorization, the paraeducator collaborates with a teacher who has an English Learner Authorization to offer primary language support to the student.

Paraeducators may also help with various instructional and related needs outside the learning center, such as parent-teacher conferences, ELAC meetings, ELPAC testing, and oral and written translations.

Recruiting

Mission Academy's staff hiring, and placement decisions are based on student and program needs, which include English Learner enrollment data and other factors. When there are open teaching positions that require Bilingual or English Learner Authorization, the school's human resources team actively seeks fully certified teachers to fill those positions.

The school is dedicated to recruiting, developing, and retaining highly qualified teachers who can effectively teach English Learners. Advertising and recruitment efforts continue until all positions are filled, and include:

- Sending job announcements to educational placement centers with teacher training programs
- Placing advertisements in appropriate newspapers and/or organizational newsletters
- Setting up recruiting booths at career events and conferences.

Professional Learning (PL)

Mission Academy adheres to federal and state legal requirements when it comes to providing Professional Learning. This Professional Learning is targeted towards adults and is based on principles of adult learning theory. It is supported with coaching and follow-up and is assessed to measure its impact on student learning (according to the CDE - Greatness by Design and California Professional Learning Standards).

Parent Advisory Committee (PAC)

Mission Academy has formed a Parent Advisory Committee (PAC) that consists of families of Multilingual Learners (MLs). The PAC recognizes the significance of parental involvement in ensuring the academic success of students. The responsibilities of the PAC include supervising programs at the school that benefit all students, including MLs. Furthermore, the school's English Learner Advisory Committee specifically addresses the needs of MLs. These committees allow parents to participate in their students' education by working closely with school staff to assess instructional services and offer suggestions (California Education Code sections 52063 and 52069).



The school's focus on Professional Learning is on developing teachers' expertise with Multilingual Learners, using students' linguistic and cultural assets. The school also offers teachers research and evidence-based instruction for MLs, designed to maximize students' English development, and utilize their core knowledge and skills through differentiated instruction.

The school's Professional Learning for Educators follows the California Quality Professional Learning Standards (CDE, 2014/15), which guide the school in its professional learning goals and plans. The school provides educators with various opportunities for Professional Learning, including time for reflection and collaboration on instructional practices and the use of assessments to guide instruction.

Training related to MLs at Mission Academy focuses on ELD standards, differentiation, assessments including Language Proficiency Assessments, designated ELD instruction, integrated ELD instruction, Specially Designed Academic Instruction in English (SDAIE), and parent engagement.

VI. PARENT AND COMMUNITY INVOLVEMENT

This section will discuss the importance of parent and community engagement regarding English Learners at Mission Academy. Mission Academy values and builds relationships between parents, staff, students, and the community, which builds the basis for successful education programs for English Learners (SBE, EL Roadmap P1D 2017).

English Learner Advisory Committee (ELAC)

The English Learner Advisory Committee (ELAC) is a committee at the school level that consists of parents, staff, and community members. They are designated to advise the leadership of Mission Academy on Multilingual learner programs and services. Each school with 21 or more Multilingual learners must establish a functioning ELAC meeting on a quarterly basis. The ELAC provides valuable input and advice on school decisions and the use of funding sources that are specifically for English Learners. This is outlined in the California Education Code (EC 35147 (c), 52176 (b&c), 62002.5, 64001 (a)), as well as the 5 CCR § Section 11308 (b,c & d).

ELAC Election Process

Elections for the English Learner Advisory Committee (ELAC) will take place annually at Mission Academy before the end of the first quarter of the school year. The elected members will serve for a term of one year. Membership on the committee will be representative of the percentage of Multilingual learners enrolled at the school and will include parents, school staff, and community members. Each ELAC committee will consist of a minimum of five members and a maximum of ten members. If a member of the ELAC committee needs to be replaced during the year, the replacement will serve for the remainder of the term. An election to fill any vacant position must be held at the beginning of the following school year.

ELAC Training Requirements

Mission Academy will provide ELAC members with the training, materials, and information they need to fulfill their responsibilities and duties. ELAC members will have the opportunity to provide input on the selection of the following required training topics:

- LCAP development and implementation
- Data analysis for reclassification and instructional programs for MLs

ELAC Requirements

1. The ELAC members will be elected. All parents/guardians of Multilingual learners have the opportunity to vote for officers.
2. ELAC members will receive materials in their native language and training related to their legal responsibilities.
3. The ELAC provides recommendations to the principal and staff on programs and services for Multilingual learners based on academic performance measures.
4. The ELAC will help the school with:
 - a. Learning Continuity and Attendance Plan/Local Control Accountability Plan (LCAP)
 - b. School's needs assessment
 - c. Communication strategies to promote regular school attendance.
 - d. Approaches to meet the social, emotional, and academic needs of Multilingual learners.
 - e. Strategies to improve communication with parents and the community.
 - f. English Language Development Program
 - g. Annual Language Proficiency Assessment
5. The ELAC keeps records of meeting minutes, agendas, and attendance logs.
6. The principal and ML team will review the implementation of ELAC annually to ensure that all school requirements are met.
7. Parents or guardians of MLs can vote in the election.

- Attendance policies, patterns, and trends
- Initial identification, reclassification, and program placement of MLs
- Monitoring procedures for the academic progress of reclassified (RFEP) students
- Overview of effective techniques for promoting language acquisition and academic content knowledge for MLs.

Annual Notification

Parents will receive an annual notification about program placement options for their students. Furthermore, general information about Mission Academy's placement options will be available year-round at the learning center. This information will include a summary of the programs and placement procedures.

Communication and Interpretation Communication with parents of Multilingual learners in their primary language is crucial. Mission Academy will ensure that parents receive written communication in their primary language if fifteen percent or more students speak a language other than English, as indicated in their Home Language Survey. This includes all written correspondence sent to parents or guardians, such as IEPs, report cards, discipline notices, and other important notifications. If families are not able to read in their native language, verbal communication will be provided instead. During individual parent-teacher conferences each year, parents of multilingual Learners will be updated on their student's progress in English Language Development and in core content areas, in accordance with California Education Code (EC) § 48985 and 5 California Code of Regulations (CCR) § 11316.

VII. PROGRAM EVALUATION AND ACCOUNTABILITY

This section explains Mission Academy's program evaluation and accountability for English Learner programs. Accountability work is everyone's responsibility. This includes students, parents, administrators, teachers and staff at the school.

Accountability

Under the leadership of the principal, the Multilingual Learner team works with educational partners to provide data and tools to support the success of students. The team meets regularly to discuss topics related to the implementation of programs for MLs. During these meetings, the team will (1) Review strategies, ideas, and suggestions for Multilingual learner programs; (2) Evaluate practices, resources, and personnel to ensure effective implementation of instructional programs for MLs; (3) Review data on the performance of MLs; and (4) Ensure clear communication within the school to improve instructional programs for students achieving English fluency.

The school conducts an annual evaluation of programs and services for MLs. The programs and services outlined in this Plan are centered around five goals: program implementation, parental participation, mastery of English, academic achievement, and monitoring "at-risk" categories.

Program Implementation Monitoring

Mission Academy will consistently monitor the implementation of Multilingual learner programs to ensure they are effective and based on research. The purpose is to confirm that the programs continue to be effective for students. The monitoring process is designed to:

- Assess the effectiveness of programs, services, and procedures in supporting students' linguistic and academic success, including their readiness for college and careers.
- Encourage the participation of all educational partners in the planning, implementation, and evaluation of activities.
- Ensure that program evaluation is a crucial aspect of school improvement.
- It will serve as a foundation for reviewing and modifying the ML Plan (SBE, EL Roadmap PC4 2017).

The principal is responsible for implementing the ML Plan. Data is collected and analyzed to assess the effectiveness of the program. The progress of students in English Language Proficiency and academic achievement will be monitored and studied as part of the program evaluation. The data collected and analyzed will provide information on the implementation and outcomes of the program.

Monitoring Program			
Goal	Data Collections	Evidence	Timeline
Multilingual Learner programs have been fully implemented.	a. Document Reviews	ML Program Self-Monitoring Form Meeting Agendas Surveys	Annually
Parents of MLs and RFEPs participate meaningfully in their student's education.	a. Sign-in Sheets, Meeting Agendas, Surveys	Sign-in sheets Meeting Agendas Surveys	Quarterly parent meetings and regularly scheduled parent community engagement activities
Students will make adequate progress towards English proficiency.	a. ELPAC Results b. Analysis of ELPAC c. Analysis of ELPI Status	ELPAC assessment results ELPI Status	Annually
MLs will achieve academic success comparable to EOs.	a. CAASPP performance data in ELA and Mathematics, MAP reading and math	CAASPP ELA, Math Reading and Math growth RIT scores School report cards Participation rates in electives and extracurricular activities	Annually
Rates for MLs and RFEPs in categories indicating a risk for school failure are not higher than those for EO students.	a. Data on graduation, suspensions, expulsions, other disciplinary actions, retentions, Student Study Team referrals	Attendance Records Student Records Graduation rate	Annually

Program Improvement

The analysis of Multilingual Learner data helps Mission Academy identify strengths and areas needing improvement in program implementation. Reports showing progress towards proficiency goals will help staff identify students needing additional support. Teachers and department teams will use the data to track program implementation. Annual improvement goals and timelines will be set.



VIII. FUNDING

This section offers information about funding for the successful implementation of programs for Multilingual Learners. Funding and resources are distributed based on the requirements outlined in the Education Code, state regulations, and school policies and procedures.

Appropriate Use of General Funds

The general fund is used to support the delivery of core curriculum and program services at Mission Academy. The school allocates general funds to support the implementation of programs for Multilingual Learners. These general funds will be used for instructional programs, teacher salaries and benefits, purchasing school-adopted core curricular materials, English Language Development materials, instructional supplies, mandated assessments, and other essential school services that are provided to all students.

Funds Supporting English Learners

Mission Academy receives funding based on a per-pupil formula for identified English Learners. Eighty-five percent of these funds are to be used for school services to students. Schools receiving funds must establish a budget and prioritize the allocation of these funds in their LCAP goals. The ELAC is to provide recommendations to the school regarding the development of the LCAP. Allowable funds are to be utilized to promote the academic achievement of ELs.

These funds should also support the involvement of parents and strengthen compliance with state and federal mandates. These allowable expenditures may include:

- Hiring certified staff to provide direct supplemental services to MLs, including interventions
- Hiring bilingual paraprofessionals to assist students in accessing the core curriculum
- Employing bilingual parent advisors and bilingual community liaisons
- Purchasing supplemental instructional materials
- Providing professional development for teachers of MLs and bilingual paraprofessionals
- Supporting instructional coaches
- Organizing teacher articulation meetings
- Offering extended-day tutorials for MLs in need of intensive language instruction and/or specialized academic support
- Hosting parent education events and training
- Providing translation services
- Offering stipends for teachers who perform duties outside their job scope related to MLs
- Covering other reasonable expenses related to the ML programs

IX GLOSSARY OF TERMS

Adult English Learners (ADEL)

A student who has been identified as an English Learner and is 22 years old or older.

Alternate ELPAC

The Alternate ELPAC is administered to English learner students in grades K-12 (through age 21) who have the most significant cognitive disabilities. It measures a student's progress towards English language proficiency through receptive (reading and listening) and expressive (speaking and writing) task types using their preferred mode of communication.

California English Language Development (CAELD) Standards

The CA ELD Standards describe the key knowledge, skills, and abilities that students who are learning English as a new language need in order to access, engage with, and achieve in grade-level academic content.

Culturally Responsive Teaching

It involves using ethnically diverse students' cultural knowledge, prior experiences, frames of reference, and performance styles to make learning encounters more relevant to and effective for them. Culturally and linguistically responsive instructional practices validate and affirm students' home language and culture.

Designated ELD Instruction

Is instruction provided during the regular school day to focus on the state-adopted ELD standards in order to help English learners develop critical English language skills needed for academic content learning in English.

Dually-Identified Student

A student identified as an EL with a current Individualized Education Program (IEP) designed to meet their educational needs. According to their IEPs, these students need special education services, support, and appropriate accommodations to progress toward meeting grade-level standards and becoming fully English proficient.

English Language Mainstream (ELM)

A classroom setting for English learners who have acquired reasonable fluency in English, as defined by the school district. In addition to English language development instruction, English learners continue to receive additional and appropriate educational services in order to recover any academic deficits that may have been incurred in other areas of the core curriculum as a result of language barriers.

English Language Proficiency Assessments for California (ELPAC)

The ELPAC is administered to English learner students in grades K-12 (through age 21). It measures a student's progress towards English language proficiency through receptive (reading and listening) and expressive (speaking and writing) task types using their preferred mode of communication.

English Learner (EL)

An English learner is a student who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English. This pupil is also known as a Limited English Proficiency (LEP) student.

English Learner Advisory Committee (ELAC)

A school-level committee comprised of parents, staff, and community members designated to advise school leadership on Multilingual Learner programs and services.

English Learner Roadmap

The California English Learner Roadmap was passed by the State Board of Education on July 12, 2017. This policy is intended to assist the California Department of Education in providing guidance to local educational agencies (LEAs) to welcome, understand, and educate the diverse population of students who are Multilingual Learners attending California public schools.

English Only (EO)

A designation for students who are native English speakers.

Ever English Learners (Ever-ELs)

Students currently classified as ELs and RFEP students.

Every Student Succeeds Act (ESSA)

Every Student Succeeds Act (ESSA) is the most recent reauthorization of the 1965 Elementary and Secondary Education Act, which established the federal government's expanded role in overseeing public educational services in the U.S.

Home Language Survey (HLS)

Every new student completes a Home Language Survey. If the answers to questions indicate a language other than English, the student will be assessed to determine if he/she is an English Learner.

Individual Educational Program (IEP)

An Individualized Education Program (IEP) is a document mandated by the IDEA that clearly defines the individual goals and objectives set for a student with a disability. These programs are written documentation of the special education program and academic modifications required to meet the student's individual needs.

Initially Fluent English Proficient (IFEP)

A student whom a language other than English is reported on the HLS and who, upon initial assessment in California using an appropriate assessment, is determined to be proficient in English.

Integrated ELD Instruction

Is instruction in which the state-adopted ELD standards are used in tandem with the state-adopted academic content standards. Integrated ELD includes specifically designed academic instruction in English.

Limited English Proficient (LEP)

A student who was not born in the United States or whose native language is a language other than English; or is a Native American or Alaska Native, or a native resident of the outlying areas; and comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or who is migratory, whose native language is a language other than English, and comes from an environment where a language other than English is dominant; and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual the ability to meet the State's proficient level of achievement on State Assessments; the ability to successfully achieve in classrooms where the language of instruction is English; or the opportunity to participate fully in society.

Long-Term English Learner (LTEL)

A student who has not achieved English language proficiency within seven years of being initially classified as an English learner.

Migratory Student

A student is considered "migratory" if the parent or guardian is a migratory worker in the agricultural, dairy, lumber, or fishing industries and whose family has moved during the past three years. A "qualifying" move can range from moving from one residence to another or across school district boundaries due to economic necessity.

Newcomer

Students who are recent immigrants to the United States, who have little or no proficiency in English, and who may have had limited formal education in their native countries.

Primary Language

The first language a student learns to speak. Primary language is a language other than English that is the language the pupil first learned or the language that is spoken in the pupil's home.

Proficiency Level Descriptors (PLDs)

Provide an overview of stages of English language development that English learners are expected to progress through as they gain increasing proficiency in English as a new language. The PLDs describe student knowledge, skills, and abilities across a continuum, identifying what ELs can do at early stages and at each of three proficiency levels: Emerging, Expanding, and Bridging.

Emerging: Students at this level typically progress quickly, learning to use English for immediate needs as well as beginning to understand and use academic vocabulary and other features of academic language.

Expanding: Students at this level are challenged to increase their English skills in more contexts and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways appropriate to their age and grade level.

Bridging: Students at this level continue to learn and apply a range of high-level English language skills in a variety of contexts, including comprehension and production of high-level technical texts. The bridge alluded to is the transition to full engagement in grade-level academic tasks and activities in a variety of content areas without the need for specialized ELD instruction.

Reclassification

Reclassification is the process of reclassifying a student from English learner (EL) status to Fluent English Proficient (RFEP) status.

Reclassified Fluent English Proficient Student (RFEP)

A student who has been identified as an English Learner (EL) and has subsequently met the reclassification criteria in California to be redesignated as proficient in English.

Specially Designated Academic Instruction in English

Specially Designated Academic Instruction in English (SDAIE) is an approach to teaching academic courses to English learner (EL) students in English. It is designed for non-native speakers of English and focuses on increasing the comprehensibility of academic courses.

Structured English Immersion (SEI)

Sheltered English or structured English immersion means an English language acquisition process for young children in which nearly all classroom instruction is in English, but with the curriculum and presentation designed for children who are learning the language.



EXHIBIT P

Local Control and Accountability Plan

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Mission Academy

CDS Code: 19-75309-0137786

School Year: 2025-26

LEA contact information:

Jenna Unis

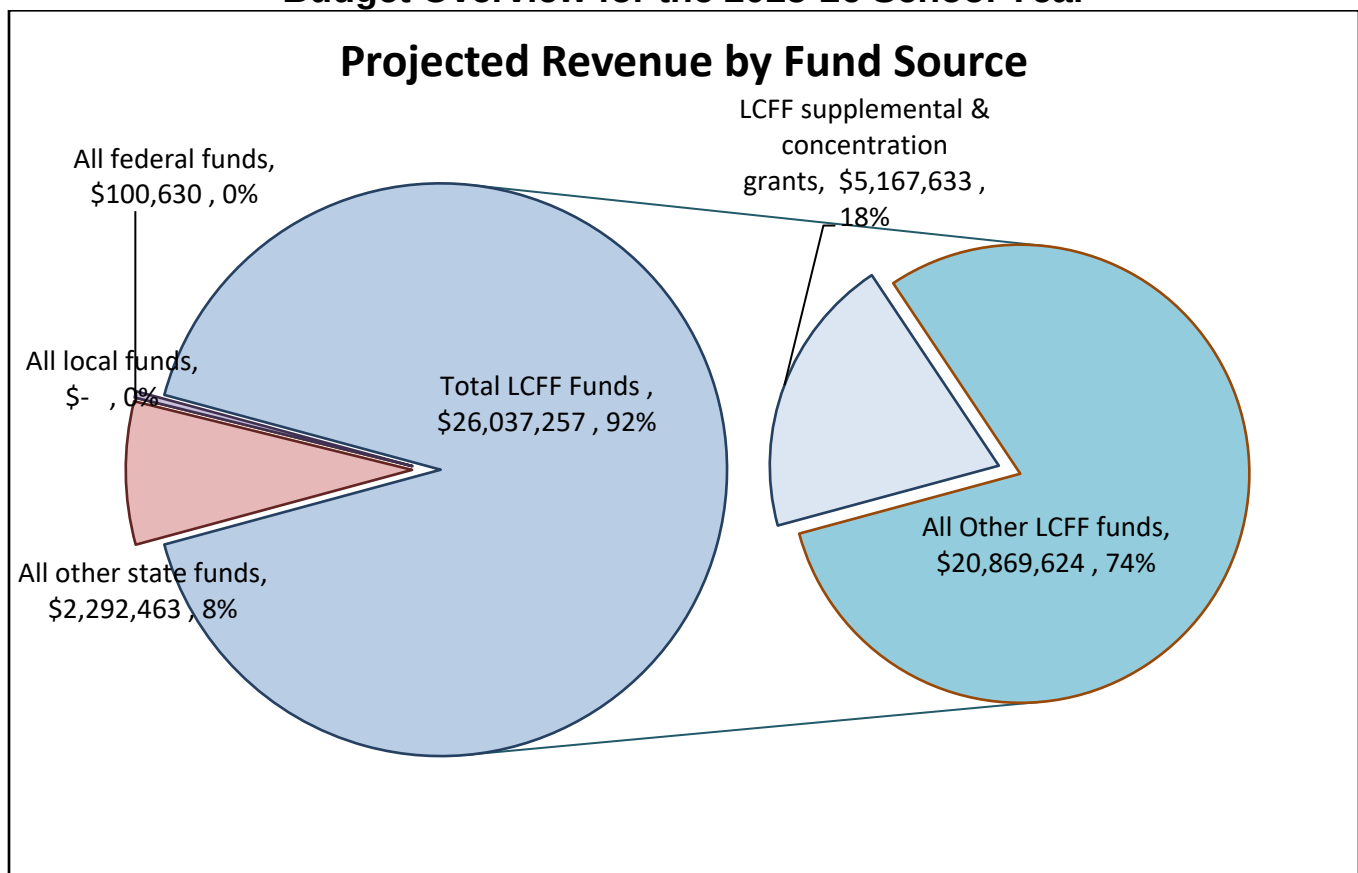
Principal

principal@missionacademyhs.org

(619) 540-3555

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2025-26 School Year

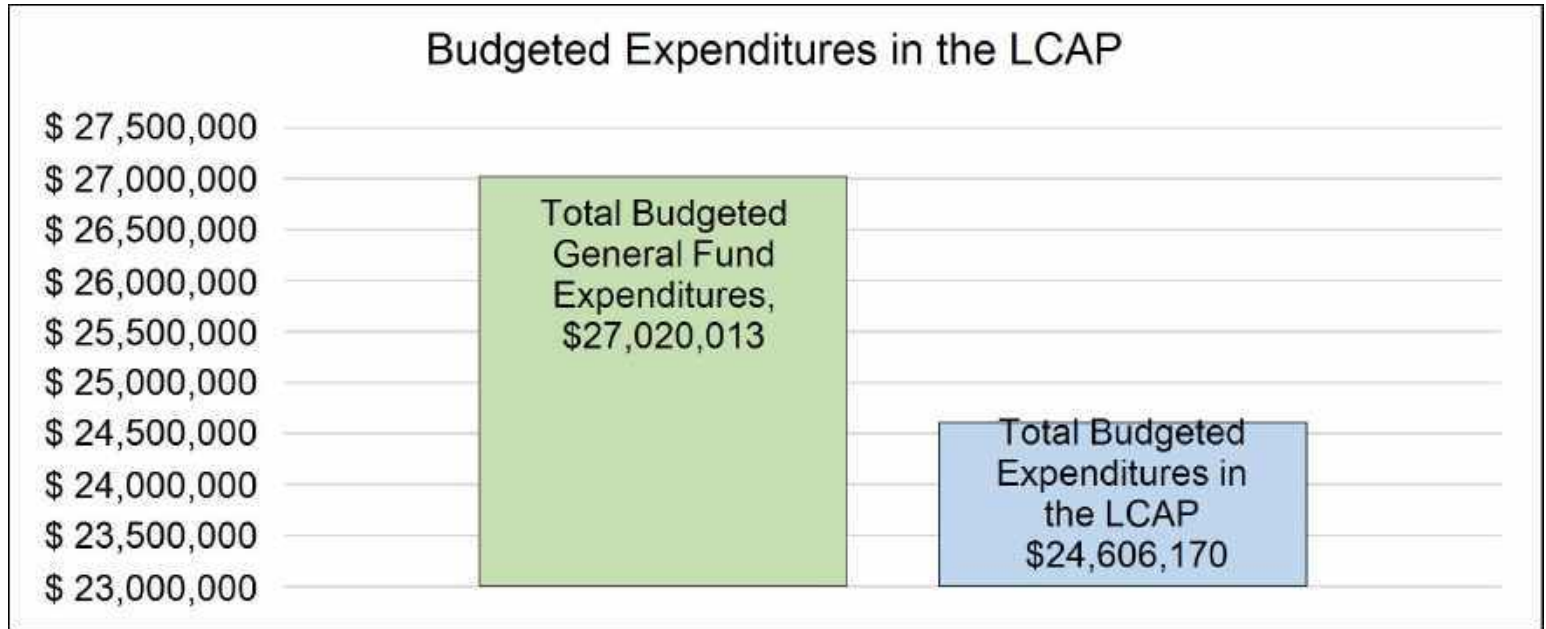


This chart shows the total general purpose revenue Mission Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Mission Academy is \$28,430,350, of which \$26,037,257.00 is Local Control Funding Formula (LCFF), \$2,292,463.00 is other state funds, \$0.00 is local funds, and \$100,630.00 is federal funds. Of the \$26,037,257.00 in LCFF Funds, \$5,167,633.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Mission Academy plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Mission Academy plans to spend \$27,020,013.00 for the 2025-26 school year. Of that amount, \$24,606,170.00 is tied to actions/services in the LCAP and \$2,413,843 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Our online independent study program implements a personalized learning experience for all students, including English learners, LTELs, low-income, foster youth, and special education students that is carefully designed to address their unique academic and social-emotional needs. To serve our At-Promise and highly mobile population, expenditures are budgeted for, but not limited to, teacher and staff salaries and benefits, student interventions, curriculum development, professional development, materials, hardware, and software. Not included in the LCAP are the following:

- Audit fees
- Legal expenses
- Association fees
- Special Education expenditures
- Mandated Block expenditures
- Ancillary Grants
- AMS Prop 28: Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act – Prop 28

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Mission Academy is projecting it will receive \$5,167,633.00 based on the enrollment of foster youth, English learner, and low-income students. Mission Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Mission Academy plans to spend \$5,167,633.00 towards meeting this requirement, as described in the LCAP.

The Local Control Accountability Plan (LCAP) directs the Supplemental and Concentration funding into goals and actions designed to help high-needs students with social-emotional support, academic interventions, counseling, and student engagement activities. Students have access to a robust tutoring program that supports their learning. Targeted academic interventions help close skill and knowledge gaps, ensuring that students become competent graduates. A brief description of the LCAP is that our first goal is a focus goal, and the first action is directed at helping our English learners and LTELs. Our second goal is a broad goal supporting student interest in a career or higher education. The third goal is a maintenance of progress goal that meets the mission of our school program, which is to retain students and help them graduate. The last LCAP goal is aimed at improving our educational partner engagement, especially for our English learners, low-income, and foster youth:

Goal #1: Increase Academic Progress

- Action 1: English language learners and LTELs support staff, interventions, and materials.
- Action 2: All academic interventions and program materials.
- Action 3: Tutoring and support for students.
- Action 4: Counseling students toward graduation and materials
- Action 6: Professional Development for English learners.

Goal #2: Students Will Gain Skills for College and Career Readiness

- Action 1: Career and college-readiness for English learners, LTELs, low-income, and foster youth students.
- Action 2: Professional development addressing English learners, LTELs, low-income, and foster youth students.
- Action 3: Technology for upgrading student programs.
- Action 4: Support for Standards-based Curriculum and Instruction

Goal #3: Increase Student Retention

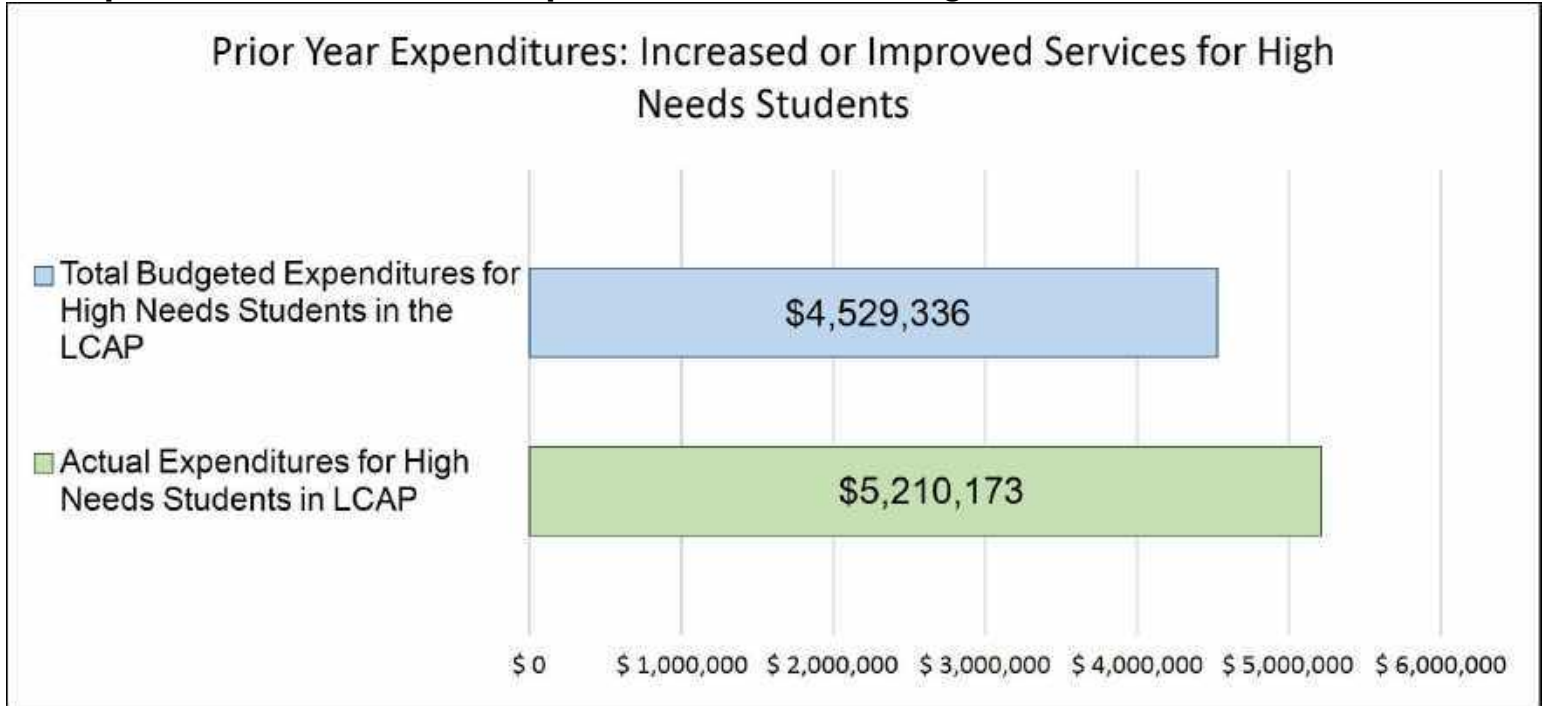
- Action 1: Student Retention Support personnel and incentive programs.
- Action 2: Social-emotional, trauma support services and materials.

Goal #4: Increase Educational Partner Engagement

- Action 1: Community/Parent Liaison and meaningful school activities.
- Action 2: Educational partner events, personnel, and materials for engagement.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2024-25



This chart compares what Mission Academy budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Mission Academy estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2024-25, Mission Academy's LCAP budgeted \$4,529,336.00 for planned actions to increase or improve services for high needs students. Mission Academy actually spent \$5,210,173.00 for actions to increase or improve services for high needs students in 2024-25.

The difference between the budgeted and actual expenditures of \$680,837 had the following impact on Mission Academy's ability to increase or improve services for high needs students:

Students received support in critical areas of socioemotional and academic needs through student-centered interventions such as counseling and tutoring.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Mission Academy	Jenna Unis Principal	principal@missionacademyhs.org (619) 540-3555

Plan Summary [2025-26]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Mission Academy (MA) is a year-round, virtual, independent study program designed to provide middle and high school students with a flexible and personalized pathway to earning their diplomas. As a Dashboard Alternative School Status (DASS) school, our mission is to prepare all graduates for post-secondary success by offering an equitable, high-quality, and student-centered virtual learning experience.

Mission Academy has 919 students enrolled, with the following student demographics:

- 12 % English Learners (EL)
- 77.6 % Low-Income (LI)
- 1% Foster Youth (FY)
- 17 % Students with Disabilities (SWD)
- 9.79 % LTELs

Mission Academy is committed to supporting students in their college and career readiness journey by providing personalized, standards-aligned coursework, one-on-one instruction, and academic advising. Many students choose MA because they seek an alternative to the traditional high school model, requiring more individualized support or greater flexibility to accommodate work, caregiving responsibilities, or personal circumstances. Regardless of their reasons for enrolling, our rigorous academic program, aligned with California and Common Core Standards, ensures a challenging yet highly tailored educational experience.

Our approach emphasizes strong school-to-home connections, personalized teacher-student interactions, and student-driven learning. The instructional model integrates the best elements of independent study and virtual learning, enabling students to work closely with educators, counselors, and support staff. Each student receives a Personalized Learning Plan (PLP), developed with input from credentialed Academic Advisers, incorporating assessment data, academic history, goals, and personal interests to maximize engagement and success.

To assess student progress, Mission Academy utilizes multiple evaluation tools, including learning records, virtual meetings, student work samples, benchmark tests, and state assessments. Additionally, through WIOA partnerships and collaborations with community organizations, students gain access to career training, post-secondary planning resources, and financial aid guidance to support their transition beyond high school.

Our goal is to empower students with the skills, confidence, and resilience needed for lifelong success in their academic and professional pursuits.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflections: Successes

We analyzed our school data using the CA Dashboard, DataQuest, our SARC, and our LCAP Annual Data Report, which aligns with the 8 state priorities. Although the school is identified for Comprehensive Support and Improvement (CSI), due to the federal graduation rate, and for Differentiated Assistance for student groups in the red, there were significant successes as shared in the key metrics below.

Graduation Rate

Our CDE Dashboard Alternative School Status (DASS) Graduation rate was calculated at 96.5%. This is high for a DASS school serving students who enroll needing to recover credits. This is a +6.5% point increase from last year. 100% of our students with disabilities, homeless, African American, and White, graduated in 2024. Just below the All-student group were our low-income students at 96.1% and Hispanic students at 95.1%. Our Asian, English learners, foster youth, and homeless student groups did not have enough in the population to warrant a calculation. This shows that our mission of meeting students' academic and social-emotional needs was effective. We plan to continue to support our students by increasing services such as tutoring for all seniors.

CA Dashboard English Language Arts

Our Academic Indicator for English Language Arts showed the All-student group performing at 67.2 points below standard and receiving a yellow status. While we are still below standard, this was an increase from the previous year of +39.9 points. There were no students in the red. The Hispanic student group was in the orange and increased by +10 points. Our socioeconomically disadvantaged student group was yellow, with an increase of +41.3 points. African American, Asian, Filipino, White, English learners, LTELs, students with disabilities, foster youth, homeless, and all other groups did not have enough students for a status to be calculated.

CA Dashboard Mathematics

The Academic Indicator for Mathematics for the All-student group is an orange status, and it increased by +32.7 points from the previous year. The All-student group was below standard by 136 points. There were no student groups in the red. Our socioeconomically disadvantaged student group was orange, with an increase of +37.6 points. Hispanic students increased by +20.8 points and were in the orange. All other student groups did not have enough students for a status to be calculated, including our African American, Asian, Hispanic, Filipino, White, English learners, LTELs, foster youth, homeless, and students with disabilities. There were no other groups who were two or more performance levels below the “all student” group.

Success Rate

Another important measure for us is our success rate, which is the percentage of students who graduate, along with the percentage that are retained or returned to their local school district. Our success rate was running high as of LP 7 at 98.59% and is up +7.23 percentage points. It has been high over the last three years and shows that our mission of meeting students’ academic and social-emotional needs and serving an important role in the community continues to be effective.

Retention Rate

One critical focus of our program is to improve the performance of our disengaged students and address social-emotional concerns such as systemic and personal trauma. We identify early on which students are not completing their schoolwork and then assign them tutors to ensure that they help support student learning. We also provide wrap around services such as short-term counseling, medical, and social service referrals. As of LP 7, our retention rate was 98.59%, which is a +15.46 percentage point growth compared to last year. This is due to the collaborative teamwork between our school staff.

Credit Completion

Our credit completion rate is a very important local metric because it helps to monitor progress towards graduation. It has increased over the last two years. Our students were able to earn on average +31% more credits compared to the baseline. Our low-income students earned a +19% higher credit completion rate than the previous year. Students in the low-income and special education groups earned +.59 and +.51 points higher, respectively, in credit completion compared to last year. The foster youth student group was just below the All-student group, though it was a very small group. The English learner group was +.57 points more points compared to the previous year. We expect to continue to increase our credit completion rates for all students so that they stay above 4.0 or higher each learning period.

Suspension and Expulsion Rate

Suspension rate was blue, which is “Very Low” on the CA Dashboard. It was 0.0% for the All-student group. All student groups earned a blue status, including English learners, LTELs, low-income, Hispanic, African American, Asian, and all other groups in the population. All other students had 0% suspensions. Expulsions were low at 0.0%.

School Survey Results

Our school survey data shows that 97% of our students felt connected this year. This is the same as last year and is over our expected outcome. This is an important metric for us, and we expect it to be higher each year. Connection and engagement with at least one caring adult will help students feel more connected. Additionally, 99% of the students surveyed said that they feel safe in our program.

Teachers also reported that 100% feel safe and 99% feel connected to the school. We have high expectations for school safety and connection, and we intend to continue to build relationships for student and staff connectedness.

Parents are encouraged to participate in their students' education as well as school activities, events, and celebrations. This year, we had twice as many parents participate in our PAC and ELAC meetings. On the school survey, 99% said that they feel engaged, which is above our expected outcome of 90%.

Standards were met for the following state indicators:

- * Parent Engagement,
- * Local Climate Survey,
- * Access to a Broad Course of Study,
- * Basic Teacher and Instructional Materials, and
- * Implementation of Academic Standards.

How will we maintain our success?

We plan to maintain and build on our success by implementing our LCAP actions to fidelity, carefully monitoring our progress, and by discussing our results within our professional learning community. We will continue to grow in our capacity as we engage in a process of continual improvement based on the Plan-Do-Study-Act model. Data discussions with teachers and administration will be grounded in learning community protocols aimed at improving performance on student outcomes.

The goals and actions articulated in our LCAP support our personalized learning model and adequate funding is provided to ensure that effective strategic supports such as tutors, student retention services, and trauma-informed trained teachers continue. We monitor the progress of our students through multiple measures around engagement and academic performance. LCAP data and other local data are discussed quarterly and shared with our educational partners, including the school board.

Due to the nature of our credit recovery, independent study, and Dashboard Alternative School Status (DASS) program, certain data points are not included in the LCAP. Students do not take Advanced Placement, or pass EAP in any amount greater than 11, and the CDE prohibits any potentially identifying student data. The federal calculation for the 4–5-year cohort graduation rate and the chronic absenteeism rate metrics are also not a match for our program, because the calculations are for seat-based programs, not independent study programs that have students with high mobility. We utilize alternative metrics such as the one-year DASS graduation rate and local attendance rates to monitor and report our students' progress towards graduation. Furthermore, our dropout rate is calculated as our non-completer rate, which tracks any student who does not report to us that they have continued with another program to complete their education.

Reflections: Identified Need

Our school is participating in Differentiated Assistance, and we are working with county experts. We did a robust needs analysis for student groups in the red on the CA Dashboard. We also used additional data, State and local metrics, to identify student groups' performance gaps and resource inequities. We used student outcome data from the latest CA Dashboard, DataQuest, CALPADS reports, and local LCAP data tracking. The data shows that multiple areas must be addressed as goals and actions in the LCAP. Our internal data collection and reporting system uses metrics that are aligned with state indicators and local performance indicators. We regularly monitor and evaluate our identified outcomes so that we can make program adjustments in areas that require improvement. As a professional network, we used a fishbone protocol for our needs assessment around our low graduation results. This revealed that multiple causes play into the graduation rate that needs to be managed, such as credit completion, attendance, student motivation, parent engagement, and tutoring.

Our school was identified for Comprehensive Support and Improvement (CSI), as the result of a low federal 4–5-year cohort graduation rate. Each year we engage in a cycle of improvement and examine the school data to determine if we will need to take action in the areas of graduation, credit completion, EL reclassification, and academic indicators by increasing tutoring support for students who are in line to graduate. This section describes our needs assessment to meet the federal requirement for CSI.

State performance indicators from the California School Dashboard show the following indicators were very low:

5-Year Cohort Graduation Rate

The federal 4- and 5-year cohort graduation rates remain low, qualifying us for Comprehensive Support and Improvement (CSI). In 2024, the 5-year graduation rate was 39.5%, up from 33.3% in 2023. While still below the federal threshold of 68%, this represents a +6.2 percentage point increase, which is a significant improvement for a DASS (Dashboard Alternative School Status) school.

The student group data used in our analysis is sourced from the California School Dashboard and DataQuest. Below the all-student group average, Hispanic students graduated at a rate of 37.2%, with a +5.2 percentage point increase. White students performed above the all-student rate at 43.1%. Socioeconomically disadvantaged students reached 39.2%, also increasing by +6.2 points. Students with disabilities improved to 33.3%, a +10.9 point increase. English Learners increased by +9.6 points, reaching 20.7%, while Long-Term English Learners (LTEs) were at 16%. Foster Youth saw a notable increase from 15.4% in 2023 to 42.9% in 2024, though this is a very small group. Homeless students improved to 32.3%, up +14.4 points.

While African American students experienced a 7-point decrease from the previous year, they still graduated at a rate above the all-student group. Due to small group sizes, performance color indicators were not assigned for African American, Asian, Filipino, Two or More Races, and other student groups. We recognize the inequities between the highest student group and the other student groups, and our plan to address the gap in graduation scores is outlined in our CSI plan and the LCAP.

English Learner Progress

The CA Dashboard ELPI is red and shows 33.3% making progress towards English. This was a significant decrease of -9.2% points from the previous year. Our LTEL group was red, showing 33.9% making progress with a decrease of -12.4%. We did not meet our expected outcome of moderate growth. Our English Learner reclassification rate was 13% and was a -1% point decline. The state average was 45.7% English Learner Progress Indicator for all EL students who made progress last year. Our intent is to meet or beat the state average.

CAASPP English Language Arts

The CAASPP scores also showed that 24% of our 11th graders were meeting or exceeding standards. This was a decline of -5% points from last year and is below the expected outcome of 35%. Most of our students come to us deficient in credits and skills, and they score at the 7th-grade level in ELA. English learners were at 4%, and students with disabilities groups were at 4%, far below the All-student group. Hispanic students scored at 16% Our low-income students were at 21%. The student groups who were above the All-group were African American, two or more ethnicities, and White at 26%, 58% and 39%, respectively. Our foster youth and all others did not have enough students for a calculation. This is because we serve students who are traditionally 3-4 grade levels behind in their schooling.

CAASPP Mathematics

Our 11th graders scored 9% in meeting standards on the CAASPP for Mathematics. This is -7 points from the previous year. Our African American students and socioeconomically disadvantaged students were at 9%. English learners were below the All-student group at 4%, along with Hispanic students at 6%. White students were above the All-student group at 18%. Students with disabilities were at 0%. Foster youth, homeless, and Asian student groups did not have enough students to warrant a calculation. This is because students who enroll with us are typically 3-4 grade levels behind in their schooling.

CAASPP Science

The CAASPP Science scores also showed that 15% of our high school students were meeting or exceeding standards. This was an increase of +1% from the previous year and was below our expected outcome of 22%. White students performed above the All-student group at 23%, while Hispanic students were at 11% and low-income students were at 13%. Our students with disabilities scored at 8% meeting or exceeding standards. Our African American, Asian, English learners, homeless, foster youth student groups, and all others did not have enough in the population to warrant a calculation. We serve students who are traditionally 3-4 grade levels behind in their schooling.

Attendance

Our attendance rate is high at 81.96% and is -11.16 percentage points decrease than the previous year. Our expected outcome is 90%. We believe that additional re-engagement strategies can be implemented to help improve students' attendance rates. Our teachers and retention support staff work to address the serious concerns we had for students dropping out. The non-completer rate is at 11.17%, which is just above our 10% threshold. Building relationships and staying connected to students is a critical part of our programs that requires additional interventions.

Chronic Absenteeism

This indicator shows red for the All-student, Hispanic, and low-income student groups. We take this seriously, but the metric is for district seat-based programs and not a match for independent study. We have two other metrics that better measure student attendance and retention. We use those to help monitor student absenteeism in an independent study setting.

Student Groups with Lowest Performance Levels from 2023 CA Dashboard:

Graduation Rate Indicator: Hispanic, socioeconomically disadvantaged, students with disabilities, and White.

English Learner Performance Indicator: none

Academic Indicator -English Language Arts: Hispanic and socioeconomically disadvantaged.

Academic Indicator -Mathematics: Hispanic and socioeconomically disadvantaged.

College and Career Indicator: Hispanic, socioeconomically disadvantaged, and students with disabilities.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Reason for Technical Assistance:

Our collaborative DA team analyzed the 2023 CA Dashboard Academic Performance Indicator results and identified the student groups in the red were our SED, SWD, Hispanic, and White students. As part of receiving technical assistance, our school began to work with the Los Angeles County Office of Education. The CSI/DA team has received training since February 2024. We did a needs assessment to identify root causes and discussed possible actions that could improve our student outcomes. We have decided to build our capacity to increase the 4/5 year graduation cohort rate through targeted tutoring interventions. We expect this adjustment to have a positive impact on our student groups' performance on the Dashboard.

Summary of the work underway as part of receiving technical assistance:

Our collaborative DA team continued work at the school site and county level as part of our technical support for Differentiated Assistance. We met with the Los Angeles County Office of Education at least quarterly, collaborating on workshops such as "Promoting Equitable Outcomes for All Students" to investigate systems and identify improvement practices. Working from our needs assessment and identified root causes, we focused on increasing the 4/5-year graduation cohort rate through targeted tutoring interventions, aimed at improving outcomes for All Students, Hispanic Students, and SED students (those underperforming in the 2023 CA Dashboard Academic Performance Indicators Student Group Report). Action 1.3 in the 2024-2025 LCAP was updated with these interventions in order to address this required action and meet the students' need for additional support. Total tutor sessions showed growth over time, as did the percentage of all students tutored, indicating an increase in tutoring activity and that the school scaled up tutoring over time. Fourth- and fifth-year students made up 25% of the population tutored, indicating targeted interventions are working to engage this group in participation. Additionally, credit completion increased overall for all student groups, ranging from from 3.27 to 4.29 for all students, and 3.39 to 4.44 for 4th/5th year students.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Mission Academy

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

This is a summary of how we supported ourselves in the development of the Comprehensive Support and Improvement (CSI) plan. With guidance and training from the CDE, the county, and our local professional network, we did the following:

Mission Academy is an online, Dashboard Alternative Status School (DASS) LEA eligible for comprehensive support and improvement that was identified for CSI because its 33.3% federal graduation rate was below the 68% threshold.

Mission Academy assigned a State and Federal Programs Coordinator to provide leadership for the school in conducting a needs assessment. We started by analyzing the 4/5-year cohort graduation cohort data to identify gaps and inequities between the performance of groups. The data collected for the needs assessment came from the CA Dashboard and local indicators, including math and ELA assessment results, graduation rate, attendance data, tutoring participation data, and credit completion data. The “Identified Needs” section in the LCAP Plan Summary describes the results. Our framework was Carnegie’s Improvement Science and our model is the “Plan-Do-Study-Act” process for continual improvement.

Mission Academy engaged educational partners in the process through the sharing of data and eliciting consultation from ELAC, PAC, staff, parent and student groups. Our discussions centered on equity for all students with regards to learning expectations, obstacles to achieving their potential to graduate, and access to quality materials and instructional support such as tutoring.

Our leadership team conducted a deeper dive using a fishbone protocol for root cause analysis around our federal grad rate. The root cause analysis informed the CSI plan by guiding us in developing a Problem of Practice, AIM Statement, Primary and Secondary Drivers, and Change Ideas. From there we created a plan.

Problem of Practice: The graduation rate for Mission Academy is 33.3% compared to the Federal average 68%.

Aim Statement: Each student identified as being in their 4th or 5th year of high school will receive targeted support/interventions, and a plan to graduate, with progress monitored individually and by student groups based on data.

The framework for guiding our process was based on Improvement Science in Education from the Carnegie Foundation for the Advancement of Teaching (2015). Our discussion focused on what changes we wanted to introduce and why. We plan to collect and share data regularly around credit completion, attendance, and 4th/5th year graduation progress.

The Six Principles of Improvement from the Carnegie Foundation helped provide a foundation for our analysis:

- 1) Make the work problem specific and user-centered: What specifically is the problem we are trying to solve?
- 2) Variation in performance is the core problem to address: What works, for whom and under what set of conditions?
- 3) See the system that produces the current outcomes: What are the drivers that yield change?
- 4) We cannot improve at scale what we cannot measure: What are the key outcomes that track progress?
- 5) Anchor practice improvement in disciplined inquiry: How will we engage in rapid cycles of Plan, Do, Study, Act (PDSA)? “How will we know which change is an actual improvement?”

6) Accelerate improvements through networked communities: How can we accomplish more together?

These guiding principles will be utilized in our professional network throughout the year as we meet to discuss progress and next steps.

Evidence-Based Intervention – Intensive Tutoring

Intensive tutoring was identified as a viable research-based support and intervention strategy that would increase students' academic skills and awareness of graduation status, leading to increased credit completion, increased self-agency, and therefore higher graduation rates. As a result, Goal 1 Action 3 in the LCAP provides for intensive tutoring.

The process for matching the selected intervention with the identified need was a collaborative endeavor through our professional network.

With guidance from CDE and county offices, we searched out solutions to improving our graduation rate and we were guided to the following evidence-based research:

Evidence Based Resources Keeping Students on Track to Graduation (2012) – Center for Equity and Excellence in Education (LACOE Resource).

Department of Education: Using Evidence to Strengthen Education Investments (2016).

What Works Clearinghouse - The Institute of Science Education, Preventing Dropout in Secondary Schools, Educator's Practice Guide, (2017): https://ies.ed.gov/ncee/wwc/docs/practiceguide/wwc_dropout_092617.pdf.

Addressing unfinished learning with targeted help and high dosage tutoring: Thomas Fordham Institute 2021. Found at <https://fordhaminstitute.org/national/commentary/addressing-unfinished-learning-targeted-help-and-high-dosage-tutoring>.

High Quality Tutoring: An Evidence-Based Strategy to Tackle Learning Loss: Pamela Fong, REL West 2021. Found at <https://ies.ed.gov/ncee/edlabs/regions/west/Blogs/Details/34>.

The impressive effects of tutoring on preK–12 learning: A systematic review and meta-analysis of the experimental evidence, Andre Joshua Nickow, Philip Oreopoulos, and Vincent Quan, Annenberg Institute at Brown University 2020.

Not Too Late: Improving Academic Outcomes for Disadvantaged Youth: Philip Cook, Kenneth Dodge, George Farkas, Roland Fryer, Johnathan Guryan, Jens Ludwig, Susan Mayer, Harold Pollack, and Laurence Steinberg; Institute for Policy Research, 2015. Found at https://scholar.harvard.edu/sites/scholar.harvard.edu/files/fryer/files/not_too_late_improving_academic_outcomes_for_disadvantaged_youth_2015.pdf.

The positive impact of tutoring is supported from the meta-analysis of the studies listed above, with one study in particular stating that there was an effect size for this practice above a 0.33 standard deviation (Nickow, Oreopoulos, Quan, 2020). The local data analyzed revealed that

students who participated in tutoring had 50% more credits completed than those who did not.

Resource Inequities Analysis

The State and Federal Program Coordinator provided guidance to the school through a resource inequities analysis, which was completed again for the 23-24 school year. Some groups had significant gaps between the highest performing student group's graduation rate (White) and other student group grad rates. Specifically, every student group was below the White student group in their 4-5 year cohort graduation rate. There was a significant difference for our students with disabilities, who graduated only 22.4% of students, compared to 37% for White students. This data indicates that there are inequities in performance.

The resource inequities are being addressed by increasing the funding in LCAP Goal 1, Action 3 for intensive tutoring. This goal provides funding for the tutoring support that will be provided to students as the action is implemented at the school. Students are identified for tutoring based on their year in school, as calculated from their first year of high school reported in CALPADS. Tutors are assigned a cohort of 4th/5th year students and connect with students to provide academic support in math and other subjects to help students learn and earn credits towards graduation.

Additionally, all students receive a personalized learning plan that is unique to the student and is specifically designed to create an optimal path toward graduation. The independent study model already assigns a supervising teacher to each student, who develops a close relationship with the student, supports the student from enrollment to graduation, and brings in resources and support staff as needed. Together with the tutor, the Supervising Teacher will monitor the student's progress toward graduation by their 4th or 5th year.

The guiding framework for the resource inequities analysis was from The Alliance for Resources Equity at www.educationresourceequity.org. We also used the Dimensions of Resource Equity – School-level Diagnostic Questions, to determine key resource levers than create equitable learning experiences for all students.

Additionally, the inequities rubric, provided by the Los Angeles County Office of Education, was used to help identify if there were any barriers to the following:

- Access to Highly Qualified Teachers
- Access to Counselors
- Access to Student Retention Services
- Access to Tutors
- Access to interventions both social-emotional and academic
- Access to incentives for attendance, graduation, and retention
- Access to support for high needs English Learners, foster youth, special education, homeless
- Access to technology and instructional materials

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

The State and Federal Programs coordinator will support the school team and work with them in monitoring and evaluating the effectiveness of their improvement plan throughout the school year.

The process, including metrics used for monitoring the implementation of the CSI plan, is to do the following:

- All students who are in their 4th or 5th year of high school will be identified for strategic intervention.
- All 4th and 5th year students will be assigned to an Academic Adviser working with just those students for progress monitoring.
- Tutors will be assigned 4th and 5th year students to work with on a regular basis.
- The School will implement targeted tutoring for identified students.
- The State and Federal Programs Coordinator will collaborate with the school team to collect tutoring participation counts as well as credit completion rates each learning period and share with teachers and school leadership for analysis.
- School Leadership will analyze data to determine if there is an increase in the unique student count of those who have received tutoring from one learning period to the next. School Leadership will then also pull and analyze credit completion for all students who participated in tutoring to compare whether the rates of credit completion are higher than the non-participatory group. This will be done every learning period. The target for the credit completion rate for all students is 4.0, which keeps students on pace to graduate in 4 years' time.
- School Leadership will collaborate with our professional learning community network and implement the Plan, Do, Study, Act (PDSA) model as our process for continuous improvement to inform our inquiry process and help focus on results.

The measure of success for the plan will be based on the key indicators of tutoring attendance, credit completion, and grad rate, so we can see how 4th and 5th year students are utilizing and benefiting from one-on-one intensive tutoring interventions.

We expect that the 4-5 year graduation rate will increase by at least 1% each year with the implementation of these actions.

We also plan to do the following: Provide support staff to identify students falling behind on a regular basis and ensure they receive tiered interventions, including connecting regularly with their Academic Adviser, participating in their coursework, and meeting with the retention specialist.

To help ensure that we have the whole school community mobilized to support our Comprehensive Support and Improvement plan, we will report results back to teachers, students, parents and the school board. We will share our progress on our CSI plan at least twice a year. We can build the capacity of our Parent Advisory Committee (PAC) and English Learner Advisory Committee (ELAC), by sharing the school data progress with them at their meetings and eliciting their feedback as part of our PDSA model. Our school board learns about student progress towards graduation on a regular basis, but with the CSI plan in place, we will ask for their feedback and input as part of our process. We have regular data reports that we can share out with student and parent groups throughout the year, and we will continue to collaborate and celebrate as students make progress towards graduation.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
PAC/Parent Advisory Committee Parents, Students, Staff & Community Members	Our school gathers feedback for the Local Control and Accountability Plan (LCAP) through regular PAC meetings. Parents, students, and community members are notified of upcoming meetings via mass messaging, communication from teachers, students, and parents, as well as through monthly parent newsletters. PAC meetings are accessible remotely via video or phone conferencing. During each meeting, the progress of the LCAP is reviewed, and attendees share their feedback verbally, through chat, and with virtual meeting engagement tools such as polls, surveys, and emoji reactions. For those unable to attend live meetings, recordings are distributed through the Parent Newsletter. Quarter 1 - August 8, 2024: Agenda Topics - Student GRIT Awards, LCAP, and CSI. • GRIT awards recognize students who demonstrate our student learning objectives, Growth Mindset, Resilience, independence, and Transformation. • Reviewed the Purpose of the Local Control Accountability Plan (LCAP) • Reviewed LCAP Goals 1-4 • Reviewed Purpose of Comprehensive Support and Improvement (CSI), California Measures vs. Federal Measures of Grad Rate, Why CSI, CSI plan for the school year, and next steps.

Educational Partner(s)	Process for Engagement
	Quarter 2 - November 14, 2024: Agenda Topics - Annual Parent Survey, LCAP, Student GRIT Awards, Student Leadership Team Update, Counseling Department Student Support Highlights, and CSI Plan. • Introduced the Annual Parent Survey and the importance of parents/caregivers' feedback • GRIT Awards - awards recognize students who demonstrate our student learning objectives, growth mindset, resilience, independence, and transformation. • Overview of LCAP (Local Control and Accountability Plan), emphasizing that it is a requirement for all public schools in California. The focus was on how funding must be allocated to directly benefit students, based on feedback to improve educational outcomes. The four LCAP goals were highlighted: increasing academic progress, fostering college and career readiness, boosting student retention, and enhancing educational partner engagement. Special attention was given to expanding partnerships to support these goals. The session also included a review of an infographic that illustrated current data on LCAP goals, including details on charter schools, enrollment, and student demographics. • Comprehensive Support and Improvement Plan: The current strategy focuses on enhancing tutoring services to improve graduation rates. Additionally, there is a plan to identify students entering their 4th or 5th year of high school for targeted support and mentorship. A system exists to identify these students and provide the necessary assistance. Quarter 3 - February 6, 2025: Agenda Topics - School Accountability Report (SARC), CA School Dashboard Results, Comprehensive Support and Improvement Plan(CSI), Mid-Year LCAP Update, Art and Music Schools Grant Plan (AMS), Annual Survey Update, and Student GRIT Awards.

Educational Partner(s)	Process for Engagement
	• The purpose of the SARC (School Accountability Report Card) was discussed, emphasizing its role in enhancing student performance and ensuring transparency in school accountability. It was noted that the review would focus on specific areas, but all information is accessible to educational partners on the relevant websites, with direct links to the SARC reports provided in the chat. The data presented in the reports pertains to the 2022-2023 and 2023-2024 school years. • Explained the purpose of the CA School Dashboard, which provides important school data to help improve student learning through reflection and LCAP design. Reviewed metrics that showed increases and decreases. Reviewed the LCAP goals and the associated actions, highlighting both increases and decreases in various areas. • CSI-The goal is to increase graduation rates by 1% each year, although the rates saw a significant improvement this past year due to the implementation of this initiative. Emphasized the importance of providing comprehensive support across all schools and for all students. • The AMS Grant details how the funds will be utilized to support and enhance programs designed to enrich student experiences through creative activities. Our school has partnered with ArtReach, a comprehensive virtual arts education program, which includes three live virtual Art Workshops and four recorded virtual Art Workshops. Additionally, Art Kits, containing supplies for seven lessons, will be shipped to students at no cost. Explained the GRIT Awards categories and what each represents. Categories include growth mindset, resilience, independence, and transformation. Quarter 4 - April 10, 2025: Agenda Topics - LCAP Updates, Annual Survey Results, School Updates and Opportunities, State Testing Updates, Counselor Updates, Dual Enrollment Process, Re-Enrollment for the 2025-2026 School Year, and Student Awards.

Educational Partner(s)	Process for Engagement
	- Stakeholders were informed that our annual LCAP draft will be available on the school's website in May. The draft outlines key priorities and goals for the upcoming school year. Stakeholders were encouraged to email us with their feedback, questions, or suggestions. - LCAP update for LPs 1-7 included a review of key data areas such as academic progress, college/career readiness, student retention, and parent engagement. Our Annual student and parent survey results were also shared, with feedback noted as positive. - State testing updates highlighted the importance of participation and its impact on accreditation and diploma validity. - School updates covered graduation, key deadlines, the JAG program, and available PCG resources. - Counselors shared updates on academic planning, SEL support, and upcoming events. - The dual enrollment process and eligibility were reviewed, along with a poll result gauging awareness among PCGs and students. - Re-enrollment for the 25-26 school year was reviewed, emphasizing that students have a secured spot if they plan to continue. - Grit Awards were presented to students, highlighting one aspect of GRIT. The categories include growth mindset, resilience, independence, and transformation.
ELAC/ English Learner Advisory Committee Parents of English Learners, Students, Staff & Community Members	Our school gathers feedback for the Local Control and Accountability Plan (LCAP) through regular ELAC meetings. Parents of English Learners and community members are notified of upcoming meetings via mass messaging, communication from teachers, students, and parents, as well as through monthly parent newsletters. ELAC meetings are accessible remotely via video or phone conferencing, and live translation into Spanish is provided. During each meeting, the progress of the LCAP is reviewed, and both stakeholders and ELAC committee members are encouraged to share their feedback. For those unable to attend live meetings, recordings are distributed

Educational Partner(s)	Process for Engagement
	through the Parent Newsletter. Additionally, polls and surveys are conducted during ELAC meetings to gather further input on the LCAP. Quarter 1 - August 14, 2024: Agenda Topics - What is ELAC, ELPAC testing and student support information, and the LCAP • The information presented explained the purpose of the Local Control and Accountability Plan (LCAP) and its objectives. • Outlined our school's four school goals. • Provided a detailed explanation of LCAP Goal #1: Increase Academic Progress, highlighting the five key actions the department is implementing to achieve this goal 1.Student Support Staff and Interventions 2.Additional Academic Interventions 3.Tutoring 4.Counseling for Graduation Support 5.Professional Development Quarter 2 - November 14, 2024: Agenda Topics - Importance of parents' comments and opinions, the LCAP, Elev8 Student Learner's Outcomes (GRIT), Comprehensive Support and Improvement Plan (CSI), and Reclassification Celebration. • Parents were informed of the proof of parent attendance that is required for online schools by the State of CA. • Parents were instructed on how to use the CHAT feature on their computers and phones. • Parents practiced using the feature by entering their name, their student, and their relationship to the student. • Parents were informed that they would be asked questions to respond to, throughout the evening's presentation. • The LCAP goals for the year were shared. • Important statistics regarding the student population and the budget were also shared including the DASS 1-year Graduation Cohort Rate, Suspension Rate, and how parents

Educational Partner(s)	Process for Engagement
	and students feel regarding student safety, connectedness, and parent encouragement to participate. • Parent Question #1 was asked: What do you feel would help to increase parent participation at ELAC meetings? • CSI Information was shared regarding the 4th & 5th year graduation requirements for online schools. It was explained that the CA Dept. of Education uses a 1-year cohort graduation rate calculation for DASS schools and that the Federal Education Board recognizes the 4–5-year graduation rate. A system was developed to identify students once they start their 4th or 5th year of high school. • This is done to provide and track targeted support for students across all departments. • Parent Question #3 was asked: The Federal Education Board recognizes the 4–5-year graduation rate, meaning students MUST graduate by their 4th or 5th year of high school, even if they experience unexpected challenges or difficulties. How do you feel about this? • Reclassification: 14 Students were recognized and presented with Certificates for being recognized by the State of CA as English Proficient by passing the ELPAC assessment and meeting other criteria. Quarter 3 - February 12, 2025: Agenda Topics - Meet Our New Team Members, The Importance of Parent Feedback, CSI Update, LCAP Goals for Multilingual Learners, Understanding EL Funding, ELPAC Testing & Updates • Parents were informed of the proof of parent attendance at PAC and ELAC meetings that is required for online schools by the State of CA. • Comprehensive Support and Improvement (CSI) terminology was explained for discussing government oversight of our school's graduation rate. 1. Because our 4th-year graduation rate is lower than 68% our school will respond by taking the action of giving each student identified in their 4th/5th year of high school targeted support.

Educational Partner(s)	Process for Engagement
	• The LCAP ML goals for the year were shared. A brief explanation was given regarding funding for English Learners. • ELPAC testing Data Overview was shared. Quarter 4 - April 30, 2025: Agenda Topics - Agenda topics- New ELAC Committee Parent Officers, The Importance of Parent Feedback, Compliance with Teacher and Paraprofessional Requirements, Strategic Multilingual Program Initiative Supporting CSI Goals, Addressing the LCAP Goals for Multilingual Learners, ELPAC Updates, New School Year Updates 2025-2026 & 2025-2026 ELAC dates. • ELAC Officers: new chair, vice-chair, and secretary. • The State of CA now requires online schools to show PROOF that parents and caregivers were present at ELAC meetings. We will be using the CHAT feature on our computers to help us with this. • New ELD Training for ELD Highly Qualified Teachers, as well as General Education Highly Qualified Teachers. • Preparing additional resources to support language acquisition. • Multilingual CSI Plan: We currently have students in our CSI 4th and 5th Year, and our top priority is helping them reach one important goal: graduating with their high school diploma. • LCAP Goals: Increase Academic Progress, Students will gain skills for College & Career Readiness, Increase Student Retention & Increase Educational Partner Engagement. • Support Your Child's Success: Parent Feedback Survey Results • ELPAC Updates: testing ends 5/30/25 • New School Year ELAC meeting dates: 8/20/25, 11/12/25, 2/18/26, & 4/29/26
Teachers	Teachers and staff have regular opportunities to provide input and engage in discussions regarding the progress of school-wide

Educational Partner(s)	Process for Engagement
	objectives, including the LCAP, along with other relevant school-wide topics, during weekly team meetings. In addition, teachers complete an annual school survey and have access to an anonymous feedback survey year-round. Collaborative efforts within subject areas and grade-level teams enable the analysis of data and the monitoring of student progress toward achieving school goals. Teacher/Staff Meeting Dates: 7/10/2024, 7/29/2024, 8/16/2024, 8/29/2024, 9/12/2024, 9/27/2024, 10/4/2024, 10/25/2024, 11/1/2024, 11/8/2024, 12/6/2024, 12/8/2024, 1/31/2025, 2/7/2025, 2/14/2025, 2/28/2025, 3/7/2025, 3/14/2025, 3/28/2025, 4/4/2025, 4/25/2025, 5/2/2025, 5/9/2025, 5/23/25
Principals	Our principal regularly collaborates with other regional principals to discuss local and state reporting requirements, emerging trends in school needs, available resources, and other factors related to the development and progress monitoring of the LCAP. The principal and leadership team actively contribute to the creation and refinement of the LCAP to address the specific needs of the school, which are assessed through ongoing data analysis, consideration of future needs, and identification of current inequities. Furthermore, the principal and leadership team convene quarterly to analyze data and monitor the progress of LCAP and school goals Regional Principal Meeting Dates: 7/1/2024, 7/15/2024, 7/22/2024, 7/29/2024, 8/5/2024, 8/12/2024, 8/19/2024, 8/26/2024, 9/9/2024, 9/16/2024, 9/30/2024, 10/14/2024, 10/21/2024, 10/28/2024, 11/4/2024, 12/2/2024, 12/9/2024, 12/16/2024, 1/27/2025, 2/3/2025, 2/24/2025, 3/3/2025, 3/10/2025, 3/17/2025, 3/24/2025, 3/31/2025, 4/7/2025, 4/14/2025, 4/21/2025, 4/28/202, 5/5/2025, 5/12/2025, 5/19/2025, 6/2/2025, 6/23/2025, 6/30/2025
Administrators	Our administrative and leadership team convenes regularly to review local and state reporting requirements, identify emerging trends in

Educational Partner(s)	Process for Engagement
	school needs, allocate resources, and address various aspects of the development and progress monitoring of the LCAP. The principal and leadership team play an active role in providing input and collaborating on the development of the LCAP, ensuring it aligns with the specific needs of the school. These needs are assessed through ongoing data analysis, consideration of future requirements, and identification of current inequities. Furthermore, the principal and leadership team engage in quarterly meetings to analyze data and monitor progress toward the LCAP and school goals. Administrators/Leadership Meeting Dates: 7/1/2024, 7/8/2024, 7/15/2024, 7/22/2024, 8/5/2024, 8/12/2024, 8/19/2024, 8/26/2024, 9/9/2024,9/16/2024, 9/16/2024, 9/23/2024, 9/30/2024,10/21/2024,12/2/2024, 12/9/2024, 12/16/2024, 1/27/2025,2/3/2025, 2/25/2025, 3/3/2025, 3/17/2025, 3/24/2025, 3/31/2025,4/7/2025
Students	The Student-Parent-Advisory Committee (SPAC) fosters collaboration between students and parents to enhance school initiatives, support student success, and promote open communication. It provides a small group platform for feedback, advocacy, and shared decision-making to improve the overall educational experience of all students. SPAC Meeting Dates: 7/26/2024: Goal/Objective, What is LCAP?, LCAP Goals, Parent Engagement Liaison, Focus Group Chat. 9/6/2024: Goal/Objective, Parent Engagement Liaison, LCAP Goal 1-Increase Academic Engagement, Community Liaison, Student Support Highlights. 10/18/2024: Goal/Objective, Parent Engagement Liaison, Community Liaison, Student Support Highlights, Communication-Type and Frequency, ELEV8 Commitment Document.

Educational Partner(s)	Process for Engagement
	12/6/2024: LCAP Survey, Student Leadership Team Updates, Parent Liaison Updates. 1/24/2025: SPAC Goal/Objective, Parent Liaison Highlights/Updates, Community Liaison Highlights/Updates, Student Support Highlights/Updates. 3/7/2025: SPAC Goal/Objective, Parent Liaison Highlights/Updates, Student Leadership Team, Parent Liaison Program Developments, Community Liaison Highlights, Student/Parent Testimonials. 4/25/2025: SPAC Goal/Objective, Student Leadership Team presentation on mental health, Parent Engagement Liaison Updates, Community Liaison Highlights, Student Support Highlights. In addition to SPAC meetings, students are frequently in contact with their course teachers via Canvas messaging, and their Academic Advisers/Teachers through phone and text messaging.
SELPA/Special Education Local Plan Area	• Our SELPA Compliance Officer vetted our LCAP this year and stated that no changes were required. • The El Dorado Charter SELPA participates and provides guidance in the CDE's Special Education Monitoring Processes. • The El Dorado Charter SELPA provides program and technical support by the Program Specialist and/or other SELPA team members. • Dropout (and Graduation), post-secondary outcomes data for special education students are reviewed in a collaborative process with the El Dorado Charter SELPA.

Educational Partner(s)	Process for Engagement
	• Guidance for developing and monitoring transition plans for students with disabilities is regularly offered and available from the El Dorado Charter SELPA. • Classified and Certificated Staff training related to special education students is provided by the El Dorado Charter SELPA as needed and requested. • The El Dorado Charter SELPA requests the participation of parents of students with disabilities in the SELPA Community Advisory Committee (CAC). • The SELPA Program Specialists were provided a copy of the LCAP for consultation on the alignment of LCAP activities with the annual assurances support plan.
School Board	Board Meetings: 9/3/2024: Finance Update and Financial Reporting, Principal Update, Technology Information Update, Annual Board Training Announcement 12/10/2024: Finance Update, Area Superintendent Update, Principal Update, Vendor List 2/20/2025: Mid-Year Local Control Accountability Plan Update 3/6/2025: Finance Update, Area Superintendent Update, Principal Update, California Dashboard Report 4/22/2025: Finance Update, Area Superintendent Update, Principal Update, Local Control and Accountability Plan Goals and Metrics, School Survey Report, CDE Notification of 2023-2024 Annual Determination Pursuant to the Individuals with Disabilities Education Act and Selection for 2024-2025 Special Education Monitoring Activities, Current Vendor List, 2025-2026 Board Meeting Dates

Educational Partner(s)	Process for Engagement
Public Comment	5-12-25 through 5-23-25, the public comment period provided parents and members of the public a draft of the 2025-2026 LCAP, and they had the opportunity to submit comments regarding specific actions and expenditures proposed in the 2025-2026 LCAP.
Public Hearing	6-6-25 The meeting provided the public a period of time to come forward with any comments they might have about the LCAP, prior to its adoption by the charter school board.
LCAP Adoption by the Governing Board	6-6-25 The governing board adopted the 2025-2026 Local Control and Accountability Plan, which included the Budget Overview for Parents and the Comprehensive Support and Improvement Plan.
Budget Adoption and Local Indicator Report	6-6-25 The governing board adopted the 2025-2026 Budget, and they were presented with the Local Indicators Report.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

The 2025-2026 LCAP was developed through an interactive educational partner process. The goals, actions, and focus of the LCFF funds were developed through a process that included community and educational partner consultation to best meet the needs of our students as identified through the required metrics, local indicators, and educational partner feedback. Updates and additions to the 2025-2026 LCAP have been influenced by the process described above. The following is Educational Partner feedback that influenced the development of the LCAP.

Parents Feedback:

Goal 1.1 Parents have expressed positive feedback regarding our ELPAC Prep course and Kahoot review sessions to be particularly valuable, as they not only reinforce important concepts but also make learning feel more dynamic and fun.

Goal 1.2: Parents emphasized the importance of clear communication and transparency in the DA process. By continuing to strengthen collaboration between our school and the families we serve, the DA process can more effectively support students and enhance their educational outcomes.

Goal 1.3: Our extended Tutoring hours offer greater flexibility in accommodating students, ensuring that students have access to structured academic support outside the traditional school day. Our goal is to promote educational equity, ensuring that students regardless of their circumstances have the opportunity to succeed. Our Educational Partners we elated to see a 6.1 % increase in our grad rate as a testament to the dedication and impact of our targeted tutoring initiatives.

Goal 1.6: Our school is proud to support the professional growth of our Multilingual Department by providing opportunities for team members to attend the California Association for Bilingual Education Conference (CABE) this year. This event allows our educators to engage in cutting-edge professional development, explore innovative instructional strategies, and collaborate with peers.

Goal 2.1: Our school has partnered with another school program to provide a CTE healthcare pathway that includes CNA certification offering students valuable hands-on experience.

Goal 2.4: Our Learning Management System has been instrumental in enabling teachers to customize assignments and integrate supplemental resources, enhancing the learning experience for our students. Parents have expressed appreciation for the inclusion of Nearpod and Edpuzzle, to help address learning gaps and support student success.

Goal 4.2: Our school's use of translation services ensures that our parents regardless of language barriers, can stay informed and engaged in their child's education. These services provide clear communication about school policies, academic progress, and important updates and events.

Administration Feedback:

Goal 1.4: Our school had the opportunity to send our counselors to the American School Counselor Association (ASCA) Conference this year. The counselors gained insights into the latest strategies to support student success. The knowledge and tools they brought back will directly benefit our students by strengthening our counseling department programs, improving mental health support, and ensuring we provide equitable and effective guidance for all learners.

Goal 2.2: Our staff is dedicated to fostering a supporting learning environment and has earned TREC (Trauma Resilient Educational Community) Certification this year. This training equips our team with trauma-informed strategies to better support students and families facing adversity.

Goal 2.3: Our school is committed to equipping students with the tools they need to succeed by providing a range of essential resources. Students have access to laptops with built-in hotspots and unlimited data, ensuring seamless connectivity for learning. Additionally, we offer noise-canceling headphones, Wacom tablets, and cameras to support their coursework, including photography classes. To enhance accessibility, we provide assistive technology (AT) for students with 504 plans and IEPs, ensuring they have the necessary support to thrive academically. These resources empower our students with the technology and accommodations they need for a successful learning experience

Goal 3.1: Our retention department was pleased to have acquired additional staffing to further support its vital role in bridging communication between students and staff.

Goal 4.1: Our school was able to sponsor our Community Liaison to attend the Annual Wellness Together Conference to obtain strategies for supporting student mental health, including Trauma-informed practices and mindfulness techniques to reduce stress and improve focus.

Student Feedback:

Goal 1.3: Our on-demand tutoring services are available 5 days a week from 8 a.m. to 5:30 p.m. Students can easily access additional academic support through our booking appointment links, ensuring they receive the assistance needed to complete their coursework and to succeed in their courses. Students repeatedly expressed appreciation for the understanding and patient environment. One student reflected, "Thank you for hearing me and giving me your time, for helping me."

Goal 3.2: Our counseling department received positive feedback for the services being provided by Hazel Health and Care Solace. Both programs have been invaluable partners in supporting our students' mental and social well-being, especially during challenging times. Several students highlighted how the school helped them regain confidence and motivation. One noted, "I had no hope at first for myself, but here at Mission Academy, we are reminded daily that the staff truly cares for their students' mental health and their futures." Another added, "There were many times when everything seemed to be falling apart and I couldn't take it anymore. Yet, I was always reminded I have so much potential."

Teachers Feedback:

Goal 1.1: Our schools had 14 students who were recognized and presented with Certificates for being recognized by the State of CA as English Proficient by passing the ELPAC assessment and meeting other criteria.

Goal 1.3: Our Comprehensive Support and Improvement (CSI) PLC team is actively working to increase the number of unique students accessing tutoring services by 50% throughout the school year. Through collaborative efforts, we are enhancing strategies, and expanding access to ensure more students benefit from personalized assistance.

Goal 1.6: A highlight of our Multilingual Program was the integration of some of our ELD courses into Canvas LMS, enhancing accessibility for English Learners. This initiative also supported teacher training equipping educators with tools to incorporate supplemental resources and targeted intervention, ensuring EL students receive the support needed for academic success.

Goal 2.1: Offering career readiness courses such as Career Planning to students provides students with practical skills, industry knowledge, and real-world life experiences, prepping them for both higher learning and the workforce.

Goal 2.2: Staff had the opportunity to attend the JAG (Jobs for America's Graduates) Summit, which provided valuable professional development opportunities to enhance student success. The summit offered insight into effective career-readiness strategies and exposure to innovative practices.

Goal 2.4: Our teachers closely monitor A-G-bound students, ensuring they stay on track to meet college admission requirements. By providing targeted support, academic guidance, and early intervention, our teachers help students maintain strong performance in rigorous coursework.

School Board Feedback:

The school board was pleased with the enrollment growth and sustained metrics in light of such impactful growth. The board is hoping to see increased metrics should enrollment and staffing stabilize. The board acknowledged the increase in participation in the school surveys and would like to see participation continue to increase to include as many voices as possible in the feedback.

Public Feedback:

Our Local Control and Accountability Plan (LCAP) is significantly shaped by the feedback of our educational partners. As an evolving program, we continuously assess school and student performance data to identify areas for growth and improvement. We actively seek input regarding these areas and collaborate as a team to explore solutions. As a leadership team, we understand that data-driven decision-making is essential. We also value the role of our educational partners in supporting progress and driving meaningful improvements. Celebrating student achievements and progress toward goals is also a priority, as it fosters momentum for further accomplishments. Educational partners are vital to the ongoing enhancement of our program. When combined with data insights, their feedback provides key indicators that guide our focus areas and help us work effectively toward improving student outcomes.

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Increase Academic Progress: This is a focus goal to increase academic progress for all students, especially our English Language Learners, low-income and foster youth, or other unduplicated students who struggled during the previous year. In the next three years, we will have mitigated the negative impact learning loss had on our students, and we will see improvement in our NWEA, EL reclassification, course completion and graduation rates.	Focus Goal

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)

An explanation of why the LEA has developed this goal.

As a result of our CSI status and our analysis of key state and local data, we determined the need for a focused goal on academic performance for all our unduplicated students. This new goal specifically addresses metrics such as our student groups' English Learner reclassification rate, credit completion, and graduation. We looked at our student group data, which reveal performance gaps between the all-student group and the unduplicated students. Our students also take the NWEA MAP assessment, and we measure academic growth from year to year in this way. This year, performance gaps among student groups were also revealed using that assessment. We understand the gaps that need to be closed for our students, and this focused goal was carefully designed to support their academic needs with targeted interventions and tutoring.

We sought the consultation of our educational partners and involved them in the LCAP process, which we believe promotes positive engagement, buy-in, and trust. We know that additional tutoring, interventions, and counseling support will address learning loss for these students over the next few years.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	English Learner Reclassification (Priority #4)	14% Data Year: 23-24 LPs 1-7 Data Source: Internal	13% Data Year: 2024-25 LPs 1-7 Data Source: Internal Tracking		23% 3% each year EL Reclassification rate at or above state average each year Data Year: 26-27 LPs 1-7 Data Source: CA Average	-1%
1.2	EL Annual Progress on ELPI -Priority #4	42% ELPI Orange Data Year: 2023 Data Source: CA Dashboard	33.3% ELPI Red, Declined 9.2% LTEL - 33.9% Red, Declined 12.4%. Data Year: 2024 Data Source: CA Dashboard 2024		52% ELPI Orange or Above Data Year: 2026 Data Source: CA Dashboard	ELPI - Declined 9.2% LTEL - Declined 12.4%.
1.3	Reading - First Test Lexile Average (Local Metric)	All: 1037 EL: 857 LTEL: 909.39 FY: ** LI: 1020 SWD: 925 Data Year: 23-24 LPs 1-7 Data Source: Internal PowerBI	All: 1103.60 EL: 1073.20 LTEL: 1062.58 FY: 982.78 LI: 1092.01 SWD: 979.31 Data Year: 2024-25 LPs 1-7 Data Source: NWEA reports on PowerBI		All: 1050 EL: 950 LTEL: 950 FY: 950 LI: 1050 SWD: 975 Data Year: 26-27 LPs 1-7 Data Source: Internal PowerBI	All: +66.60 EL: +216.20 LTEL: +153.19 FY: 982.78 (w/o comparison) LI: +72.01 SWD: +54.31

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.4	Reading - % Re-Tested and % Demonstrating Lexile Growth (Local Metric)	All: 42% / 16% EL: 56% / 39% FY: ** LI: 55% / 14% SWD: 19% / 24% Data Year: 23-24 LPs 1-7 Data Source: Internal PowerBI	All: 95% / 59% EL: 100% / 60% FY: ** LI: 94% / 62% SWD: 96% / 58% Data Year: 2024-25 LPs 1-7 Data Source: NWEA reports on PowerBI		All: 95% / 50% EL: 95% / 50% FY: 95% / 50% LI: 95% / 50% SWD: 95% / 50% Data Year: 26-27 LPs 1-7 Data Source: Internal PowerBI	All: +53% / +43% EL: +44% / +22% FY: (w/o comparison) LI: +39% / +48% SWD: +74% / +34%
1.5	Math - First Test Lexile Average (Local Metric)	All: 1020 EL: 787 LTEL: 813.11 FY: ** LI: 1019 SWD: 720 Data Year: 23-24 LPs 1-7 Data Source: Internal PowerBI	All: 1047.48 EL: 1027.72 LTEL: 1038.95 FY: 913.57 LI: 1046.90 SWD: 866.84 Data Year: 2024-25 LPs 1-7 Data Source: Internal PowerBI		All: 1050 EL: 830 LTEL: 830 FY: 850 LI: 1050 SWD: 800 Data Year: 26-27 LPs 1-7 Data Source: Internal PowerBI	All: +27.48 EL: +240.72 LTEL: +225.84 (w/o comparison) FY: 913.57 LI: +27.90 SWD: +146.84
1.6	Math - % Re-Tested and % Demonstrating Quantile Growth (Local Metric)	All: 39% / 28% EL: 47% / 58% FY: ** LI: 50% / 35% SWD: 29% / 46% Data Year: 23-24 LPs 1-7 Data Source: Internal PowerBI	All: 95% / 58% EL: 100% / 50% FY: ** LI: 94% / 61% SWD: 95% / 58% Data Year: 2024-25 LPs 1-7 Data Source: NWEA reports on PowerBI		All: 95% / 50% EL: 95% / 50% FY: 95% / 50% LI: 95% / 50% SWD: 95% / 50% Data Year: 26-27 LPs 1-7 Data Source: Internal PowerBI	All: +56% / +30% EL: +53% / -8% FY: (w/o comparison) LI: +44% / +26% SWD: +66% / +12%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.7	Average Credit Completion (Priority #4)	All: 2.9 EL: 2.8 FY: ** LI: 3.1 SWD: 2.7 Data Year: 23-24 LPs 1-7 Data Source: Internal PowerBI	All: 3.79 EL: 3.37 FY: 3.38 LI: 3.69 SWD: 3.21 Data Year: 2024-25 LPs 1-7 Data Source: Internal PowerBI		All: 4.0 EL: 3.8 FY: 3.6 LI: 4.0 SWD: 3.7 Data Year: 26-27 LPs 1-7 Data Source: Internal Data+Design	All: +0.89 EL: +0.57 FY: 3.38 (w/o comparison) LI: +0.59 SWD:+0.51
1.8	DASS 1 Year Cohort Graduation Rate (Priority #5)	All: 90% EL: ** FY: ** LI: 89.6% SWD: 86.7% Homeless: ** AA: ** AS: ** H/L: 90.7% WH: 83.3% Data Year: 2023 Data Source: CA Dashboard – DASS Graduation Rate **Data suppressed due to small count	All: 96.5% EL: ** FY: ** LI: 96.1% SWD: 100% Homeless: 100% AA: 100% AS: ** H/L: 95.1% WH: 100% Data Year: 2024 Data Source: Internal SIS, until CA Dashboard – DASS Graduation Rate is released. **Data suppressed due to small count		All: 88% EL: 88% FY: 88% LI: 88% SWD: 88% Homeless: 88% AA: 88% AS: 88% H/L: 88% WH: 88% LTEL: 88% Data Year: 2026 Data Source: CA Dashboard DASS Grad Rate or Internal Calculation	All: +6.5% EL: (w/o comparison) FY: (w/o comparison) LI: +6.5% SWD: +13.3% Homeless: (w/o comparison) AA: (w/o comparison) AS: (w/o comparison) H/L: +4.4% WH: +16.7%
1.9	Teachers are Highly Qualified (Priority #1)	100% Data Year: 23-24 LPs 1-7	100% Data Year: 2024-2025		100% Data Year: 26-27 LPs 1-7	No Difference

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Data Source: Internal HR Tracking	Data Source: Internal HR Tracking		Data Source: Internal HR Tracking	
1.10	Teachers are Appropriately Assigned (Priority #1)	100% Data Year: 23-24 LPs 1-7 Data Source: Internal HR Tracking	100% Data Year: 2024-25 Data Source: Internal HR Tracking		100% Data Year: 26-27 LPs 1-7 Data Source: Internal HR Tracking	No Difference

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Our school used the following rating scale to determine its progress in implementing the actions to achieve the articulated goal. Ratings were based on an analysis of both input from educational partners and metrics. Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability.

The actions outlined in Goal 1 supported the progress in meeting the following goal: Increase Academic Progress.

Action 1.1: English Learners support staff, interventions, and materials

Implementation Status: 4 - Full Implementation

Analysis Statement: We employ highly qualified teachers and tutors to deliver customized instruction to our English Language Learner students, including dedicated paraprofessionals (of whom we increased this year). Our curriculum includes Language Tree, which identifies and bridges language skills gaps to accelerate early EL acquisition, and EDGE, which prepares students for core content coursework. Furthermore, our Summative ELPAC Prep Course is facilitated through small group instruction and aimed to boost students' unique listening, reading, writing and speaking proficiency gaps by providing them with the essential skills to enhance their performance in the exam. ELLevation software provides professional development for staff that specifically targets students who are acquiring a new language. No substantive difference in the planned action compared to the actual implementation.

Action 1.2: All academic interventions and program materials

Implementation Status: 4 - Full Implementation

Analysis Statement: Our highly qualified instructional faculty adeptly recognizes the unique learning needs of each student, tailoring their teaching methods and feedback accordingly. Through meticulous data analysis, they evaluate students' progress, adapt instructional strategies, and offer additional support, including daily office hours and on-demand tutoring available from 8 AM to 5:30 PM, five days a week. Using various communication tools, our staff proactively intervenes to address learning challenges, ensuring students and parents stay informed about progress. With a trauma-informed approach, our staff fosters a positive learning environment, encourages thoughtful goal setting, and strives to improve student academic outcomes. No substantive difference in the planned action compared to the actual implementation.

Action 1.3: Tutoring and support for students

Implementation Status: 3 - Full Implementation

Analysis Statement: On-demand tutoring and booking sessions are available from 8 AM to 5:30 PM, five days a week with our team of experienced and educated tutors. Students can access tutoring through booking appointments, and also through live chat on the tutor website. Within our Comprehensive Support and Improvement (CSI) Plan, there is a deliberate effort in the coming years to enhance individual student engagement in tutoring sessions, particularly with fourth and fifth year seniors. Our CSI team meets consistently to study data and direct actions toward plan success. Our primary aim for this year was to increase fourth and fifth year participation in tutoring and to establish a connection with a caring tutor. No substantive difference in the planned action compared to the actual implementation.

Action 1.4: Counseling students towards graduation and materials

Implementation Status: 4 - Full Implementation

Analysis Statement: Our counseling team works closely with our Academic Advisors to provide academic guidance and ensure students are placed in suitable classes for their post-secondary desires. They assist with overcoming social and emotional challenges and offer help with college and career. Moreover, our counselors establish solid partnerships with the Foster and Homeless Youth Educational Services department at our local county office of education, guaranteeing additional support for homeless students nearing graduation as they transition to post-secondary endeavors. No substantive difference in the planned action compared to the actual implementation.

Action 1.5: Teachers and staff are qualified and appropriately assigned

Implementation Status: 4 - Full Implementation

Analysis Statement: Our objective is to recruit highly qualified teachers, as their deep understanding and expertise significantly enrich student learning. It is essential to offer thorough training to new educators to ensure they possess the necessary pedagogical skills for engaging students effectively. The caliber of education provided by certified teachers plays a vital role in improving student success rates and achieving positive learning outcomes. No substantive difference in the planned action compared to the actual implementation.

Action 1.6: Professional development for English Learners

Implementation Status: 4 - Full Implementation

Analysis Statement: Year-round, we prioritize professional development to support the needs of our English Language Learners, including sending EL staff to the California Association of Bilingual Educators (CABE) conference. All staff members are trained in implementing SDAIE techniques to improve learning facilitation and understand the student's IELDP for implementation of targeted strategies for improved language skills. Additionally, our EL department Program Specialist conducts individual and small group sessions to enhance teacher efficacy in EL practices. No substantive difference in the planned action compared to the actual implementation.

Overall Successes:

The overall success of our school is linked to the presence of essential tools and systems that significantly contribute to enhancing student outcomes. Our engaging curriculum fosters active student participation and a deeper understanding of key concepts, driving academic achievement. Additionally, the implementation of the new EL curriculum provides tailored support for English Language Learners at all levels, ensuring they receive the necessary resources to thrive academically. Moreover, our school's success is bolstered by our highly qualified staff, including support staff and tutors, whose expertise and dedication play a pivotal role in guiding and nurturing students towards academic excellence. This school year, we have seen an increase in credit completion, from 2.9 to 3.79, and our one year DASS graduation rate increased 0.5% to 96.5%, despite increase in enrollment. Together, these elements create a supportive and enriching environment that propels our students toward success.

Overall Challenges:

As a school, we confront numerous challenges in our endeavor to bridge the academic gaps and address the trauma experienced by our students. Many of our students come from diverse backgrounds and face various socio-economic and personal challenges that impact their academic performance. These challenges may include inadequate access to resources, unstable home environments, and exposure to traumatic experiences. Additionally, the effects of trauma can manifest in various ways, including difficulty concentrating, behavioral issues, and emotional distress, all of which can hinder learning and academic progress. Furthermore, we address these challenges by using a holistic approach that involves collaboration among teachers, counselors, and community resources to provide comprehensive support and interventions tailored to meet the individual needs of each student. Additionally, our enrollment grew significantly this year, and our academic metrics remained strong. Despite any obstacles, our school remains committed to creating a safe and supportive learning environment where all students can thrive academically and emotionally.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences in the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services. Actual expenditures were approximately the same as budgeted expenditures and principally directed toward our English Language Learners, low-income and foster youth students. We met our budgeted expenditures as shown in the 2024-2025 Contributing Actions Annual Update table for estimated actual expenditures. This is true for the LCFF funds.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Our school used the following rating scale to determine the effectiveness of the actions to achieve the articulated goal. Ratings were based on an analysis of both inputs from educational partners and metrics. Rating Scale (lowest to highest): 1 – Not Effective; 2 – Somewhat Effective; 3 – Effective.

The actions outlined in Goal 1 helped make progress towards the LEA's goal: Increase Academic Progress.

Action 1.1: English Learners support staff, interventions, and materials

Effectiveness of Action: 2 - Somewhat Effective

Metric: English Learner Progress Indicator (ELPI) and Reclassification Rate

Analysis Statement: As noted in the metric section above, our ELPI status was red, at 33.3% with decline compared to the previous year; however, our reclassification rate did remain relatively stable at 13%, despite growth in the EL population, and is still above the state average of 8%. In our collaborative needs assessment, we determined that though we did adopt a new EL curriculum, it is still relatively new. We believe that additional time with the curriculum and EL tutor/paraprofessional support will assist with the improvement in increased ELPI scores.

Action 1.2: All academic interventions and program materials

Effectiveness of Action: 2 - Effective

Metric: Reading - Lexile First Average and Students Re-Tested and Demonstrating Lexile Growth; and Mathematics - Quantile First Average and Students Re-Tested and Demonstrating Quantile Growth

Analysis Statement: Our Reading First Average Lexile desired outcome score for all students was 1050, and our actual 24-25 score of 1104 exceeded this. However, our Math First Average Quantile score of 1048 fell just short of the desired 1050. In discussion with educational partners, and through evaluation of our school assessment process, we have determined that the first average lexile and quantile scores have little to do with student progress over time, as they are captured at the beginning of the school year. In reviewing the Reading metrics, 59% of students showed Lexile growth in Reading compared to the baseline of 16%. In Math, 58% of students showed Quantile growth, compared to the baseline of 28%. We will continue this action.

Action 1.3: Tutoring and support for students

Effectiveness of Action: 2 - Effective

Metric: Credit Completion Rate

Analysis Statement: As noted in the metric section above, our desired outcome for the Credit Completion Rate for all students was 4.0. However, our outcome was 3.79 (lower than the desired but higher than previous years' averages) with all sub groups showing growth. We have received positive feedback on the new curriculum platform from students and parents, and are confident that credit completion will continue to increase as education partners become more confident in its use.

Action 1.4: Counseling students toward graduation and materials

Effectiveness of Action: 3 - Effective

Metric: DASS Cohort Graduation Rate 1 Year

Analysis Statement: As noted in the metric section above, our desired outcome for the DASS 1-Year Graduation Rate was 90.0%. The All Student group was 96.5% and all subgroups were 95% or higher. We continue to support grade-level graduation initiatives to keep students engaged in thoughts of their post- secondary success. All students have a personalized learning plan that they review regularly with staff, including counselors, to stay on track for graduation. Once students reach senior-level credits, they have robust support and preparation for graduation.

Action 1.5: Teachers and staff are qualified and appropriately assigned

Effectiveness of Action: 3 - Effective

Metric: Teachers are Highly Qualified and Credentialed

Analysis Statement: As noted in the metric section above, our desired outcomes for maintaining teachers and staff who were appropriately qualified and assigned at 100% were sustained. We are committed to our students to ensure the delivery of high-quality education, personalized support, and effective guidance that meets the diverse needs and challenges of each learner.

Action 1.6: Professional Development for English Learners

Effectiveness of Action: 2 - Somewhat Effective

Metric: English Learner Progress Indicator (ELPI) and Reclassification Rate

Analysis Statement: As noted in the metric section above, our desired outcome for the English Learner Progress Indicator was not achieved. Nonetheless, we strongly believe that professional development opportunities for our EL staff do help students develop new skills and competencies and are instrumental in the improved reclassification rate and ELPI over time. A large majority of our students are LTELs who lack foundational academic language skills. We believe that continuing to provide professional development and investing in our new curriculum and instructional strategies will slowly move the needle forward. Our EL staff can offer tools to support growth and development in the areas where students require the most assistance.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Overall, we believe that Goal #1: Increase Academic Progress, is an important goal to continue, with some actions and metrics adjusted, as defined below.

Action 1.1: English Learners support staff, interventions, and materials

This action was somewhat effective, as our ELPI metric declined and was red, but our reclassification rate was still several percentage points above state average. Additionally, our EL enrollment grew significantly, with a large portion of students enrolling during the spring Summative ELPAC window. Our EL and LTEL students did exceed our All Student desired metric for NWEA ELA and Mathematics, with more than 50% of students who did retest semester to semester with growth in Lexile and Quantile scores. Our EL and LTEL students will benefit from increased services offered by our EL Specialist and EL Paraprofessionals. The EL Specialist will collaborate and train all general education teachers to customize instruction for English Learners and LTELs, and to effectively use the IELDP to provide targeted support.

Action 1.6: Professional development for English Learners

This action was somewhat effective in achieving the intended outcome. We have determined that with feedback from teachers and leadership, we will continue to offer professional development for English Language educators to enhance instructional strategies that enable educators to employ diverse and effective teaching methodologies tailored to the needs of our EL students. We will add more effective EL training to ensure that English Learners have quality instruction in their program. Our educators will continue to attend conferences such as CAFE that provide the latest research-based practices and resources allowing them to stay current with evolving educational trends.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Long-term English Learners (LTEL) and English Learners support staff, interventions, and materials	Our ELD program follows the CA EL Roadmap for effective practices, and we provide additional support for ELs struggling with academic proficiency. • EL Specialist supports EL students. • Differentiated instruction for EL. • English learner tutors. • Individualized English Language Development Plan (IELDP). • Paraprofessional for EL program • Bilingual enrollment specialist. • Bilingual retention specialist. Our EL reclassification rate has surpassed the state average, and we remain committed to providing ongoing support to both EL and Long-Term English Learners (LTELs). Our aim is to continue an increase in reclassification and improve ELPAC scores. EL and LTEL students will benefit from increased services offered by our EL Specialist and EL Paraprofessional. The EL Specialist will collaborate and train all general education teachers to customize instruction for English Learners and LTELs, and to effectively use the IELDP to provide targeted support. Additionally, our team includes a bilingual enrollment specialist and a bilingual retention specialist. We anticipate that students' ELPAC scores and reclassification rates will rise through the personalized academic support and attention provided by qualified personnel.	\$388,883.00	Yes
1.2	All academic interventions and program materials	Academic interventions will be provided for our English learners, LTELs, low-income and foster youth students struggling with academic proficiency which will help them improve their skills. This action will address the following reds on the CA Dashboard API: ELA: Hispanic, low-income Math: Hispanic, low-income Eligibility for Differentiated Assistance: Hispanic: ELA, Math (Priority 4) Students have average NWEA MAP scores at the following grade level: Reading: All: 1037 = 8th grade level	\$954,750.00	Yes

Action #	Title	Description	Total Funds	Contributing
		LI: 1020 = 8th grade level Math: All: 1020= 8th grade level LI: 1019 = 8th grade level To meet these needs, the LEA will provide the following: • Targeted instruction for 1:1 tutor support. • EL Specialist and Teacher collaboration. • Preventative or attendance intervention. meetings. • NWEA MAP is used as a diagnostic to appropriately place students in interventions. As demonstrated in the Identified Needs and Metrics sections, state and local assessments in ELA and Math indicate that some of our lowest-performing students are the English Learners, low-income, and foster youth student groups compared to the all-student group. Interventions will be provided for our unduplicated students struggling with academic proficiency, including targeted instruction for 1:1 tutor support, EL Specialist and Teacher collaboration, and preventative or attendance intervention meetings (PMs and AIMS). Students who participate in academic interventions will decrease their learning gaps, as shown in their NWEA scores and course completion rates. However, we expect that all students showing low proficiency will benefit from the above actions. This action is provided on an LEA-wide basis. We expect NWEA scores to increase.		
1.3	Tutoring and supports for students	Tutors will be provided for our English learners, LTEL, low-income, and foster youth students who need additional support in completing their coursework and earning credits toward graduation. This action supports our Comprehensive Support and Improvement plan, • Tutors are available for additional support. • Intensive tutoring for credit completion. • Senior counseling for students to help stay on track. • Improve tutor-student relationship to increase participation. • Professional learning communities collaborate around student progress towards graduation.	\$582,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		• Increase teacher referrals to tutoring and other supports. To address our CSI status and improve our graduation rate, we will increase our tutoring support. This action is expected to reduce resource inequities among our lowest student groups' graduation rates and credit completion rates. Some of our lowest graduation rates are among the unduplicated student groups. To address this need, tutoring intervention support and senior counseling for our unduplicated students will help increase the rate at which they finish their courses, thereby increasing graduation rates. Tutors and support staff deliver a critical level of support that we have seen be successful in helping address academic gaps effectively and improve student performance. These actions will increase graduation rates for our unduplicated student groups. However, because we expect that all students showing credit deficiency will benefit, this action is provided on an LEA-wide basis. We expect our credit completion rate to increase to at least 4.0 by 2024.		
1.4	Counseling students toward graduation and materials	Counselors will be principally directed to promote high expectations and provide guidance toward graduation. Counselors will connect frequently and as needed with high-needs students, to help meet social-emotional needs. Additionally, we will do the following: • Closely monitor and track the progress of potential grads, then collaborate and adjust around the results. • Provide additional support for potential graduates starting at the beginning of the year. • Counselors will meet more regularly with future grads. • Counselors help address obstacles to graduation. Some of our lowest graduation rates are among the English Learners, low-income, and foster youth student groups compared to the all-student group. This is demonstrated in the Identified Needs and Metrics sections. To address this need, counselors and advisers will work together with unduplicated student groups to effectively monitor student progress toward graduation with intentional course planning, data to drive instruction and course placement, and 1:1 coaching/counseling. Counselors and advisers will regularly meet to discuss goals and progress. Counselors will also help	\$256,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		address obstacles that unduplicated students might have at home or in their communities by providing resources to families. This action has been effective for many students in assisting them to successfully graduate and will increase graduation rates for our unduplicated student groups to 90% or higher.		
1.5	Teachers are qualified and appropriately assigned	All students will have access to fully credentialed teachers and appropriately assigned to teach in their subject area of competence. Any teacher misassignments will be monitored and rectified so that students are served according to the legal requirements. Students will also have access to classified staff who support the school program. Staff work and communicate collaboratively to provide students with the support they need.	\$11,996,191.00	No
1.6	Professional Development to Support English Learners and LTELs	Our ELD program follows the CA English Learner Roadmap for effective practices, and we provide professional development for staff to help serve English learners and LTELs with their language acquisition. We will do the following: • Professional development for effective EL strategies, such as SIOP. • Professional development for implementing the EL Tool Kit. • EL Paraprofessionals trained. • EL Tutors trained. • Training in Individualized English Language Development Plan (IELDP). • Professional learning communities, workshops, and conferences for staff. Our English Language learner reclassification rate is above the state average, and Mission Academy will need additional support from faculty and support staff who employ effective strategies that will help improve students' ELPAC scores. This includes but is not limited to tutoring with an EL Paraprofessional, interaction with an ELD Lead, bilingual support staff, and supplementary materials for the ELD program as needed. Staff training may include but is not limited to developing an EL Tool Kit,	\$500.00	Yes

Action #	Title	Description	Total Funds	Contributing
		implementing effective EL strategies using SIOP (Sheltered Instruction Observational Protocol), and scaffolding strategies such as modeling, building schema, contextualization, and others have proven to be effective. Additionally, workshops, conferences, and professional learning communities may provide information that will build the capacity of faculty and staff to increase student performance. We expect that our English Learners' ELPAC scores and the reclassification rate will increase as a result of the personalized academic support and attention they will receive from qualified personnel.		

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	Students Will Gain Skills for College and Career-Readiness: This is a broad goal aimed at increasing students' skills for college and career-readiness. It is a goal for all students, including unduplicated students who are Low-Income, English Language Learners and Foster Youth students.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning) Priority 2: State Standards (Conditions of Learning) Priority 4: Pupil Achievement (Pupil Outcomes) Priority 7: Course Access (Conditions of Learning) Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

This goal was developed to meet the needs and interests of the student population. Most students choose a virtual independent study program to change their stories and increase their viability after graduation. Mission Academy supports students' interests in their pursuit of a career through frequent advising appointments, course options, school events, and post-secondary planning. All students receive a state standards-aligned curriculum, and college-bound students are encouraged to complete the A-G requirements. Mission Academy expects these metrics to show improvement for all student groups.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	% Participation in CTE, Career, and College Ready Coursework (Dual Enrollment) (Priority #8)	CTE - 1% Career - 32% DE - 5% Data Year: 2023-24 LPs1-7	CTE - 1% Career - 18% DE - 2% Data Year: 2024-25 LPs1-7		CTE - 1% Career - 40% DE - 10% Data Year: 2026-27 LPs1-7	CTE: No Difference Career: -14% DE:-3%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Data Source: Internal PowerBI	Data Source: Internal PowerBI		Data Source: Internal PowerBI	
2.2	CTE - Course Completion Rate and Pathway Completion Rate (Priority #4)	100% CTE course completion rate Data Year: 2023-24 Data Source: Internal PowerBI 1.8%CTE pathway completer rate Data Year: 2022-23 Data Source: CDE DataQuest	100% CTE course completion rate Data Year: 2024-25 Data Source: Internal PowerBI 2.3%CTE pathway completer rate Data Year: 2023-24 Data Source: CDE DataQuest		CTE Course Completion: 100% Data Year: 2026-27 Data Source: Internal PowerBI CTE Pathway Completion: N/A Data Year: 2026-27 Data Source: CDE DataQuest	No Difference - CTE course completion rate +0.5% CTE pathway completer rate
2.3	% A-G Graduates Completing A-G Requirements and % Graduates Completing A-G Requirements and CTE Pathway (Priority #4)	1.8% Seniors completing A-G courses 0.5% Seniors completing CTE and A-G Data Year: 2022-2023 Data Source: CDE DataQuest	2.7% Seniors completing A-G courses 0.0% Seniors completing CTE and A-G Data Year: 2023-24 Data Source: CDE DataQuest		5% - A-G course completion rate N/A - A-G + CTE Completion Data Year: 2026-27 Data Source: CDE DataQuest	+0.9% Seniors completing A-G courses -0.5% Seniors completing CTE and A-G
2.4	% of Students Qualified as College/Career Prepared (Priority #8)	8.8%- Prepared 3.6%- Approaching Data Year: 2023-24 LPs1-7	10%- Prepared 5.2%- Approaching Data Year: 2024-25		15%- Prepared 10% - Approaching Data Year: 2026-27 LPs1-7	+1.2%- Prepared +1.6% - Approaching

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Data Source: Internal PowerBI	Data Source: Internal PowerBI		Data Source: Internal PowerBI	
2.5	% Participation and % Meeting or Exceeding Standards on Statewide Assessments: ELA – 11th grade CAASPP Math – 11th grade CAASPP Science – CAASPP (Priority #4)	Statewide Assessments: English Language Arts Participation: 81% All: 29% EL: 13% FY: ** LI: 26% SWD: 3% Homeless: 17% AA: 18% AS: 40% H/L: 31% WH: 36% Math Participation: 80% All: 16% EL: 7% FY: ** LI: 16% SWD: 4% Homeless: ** AA: 12% AS: 40% H/L: 15% WH: 21% Science Participation: 88% All: 14% EL: 25% FY: **	Statewide Assessments: English Language Arts Participation: 97.58% All: 24% EL: 4% FY: ** LI: 21% SWD: 3% Homeless: 17% AA: 26% AS: 100% H/L: 16% WH: 39% Math Participation: 97.58% All: 9% EL: 4% FY: ** LI: 9% SWD: ** Homeless: ** AA: 9% AS: ** H/L: 6% WH: 18% Science		Statewide Assessments: English Language Arts Participation: 95% All: 35% EL: 35% FY: 35% LI: 35% SWD: 35% Homeless: 35% AA: 35% AS: 35% H/L: 35% WH: 35% Math Participation: 95% All: 22% EL: 22% FY: 22% LI: 22% SWD: 22% Homeless: 22% AA: 22% AS: 22% H/L: 22% WH: 22% Science Participation: 95% All: 20% EL: 20%	Statewide Assessments: English Language Arts Participation: +16.58% All: -5.0% EL: -9.0% FY: (w/o comparison) LI: -5.0% SWD: No Difference Homeless: No Difference AA: +8.0% AS: +60.0% H/L: -15.0% WH: +3.0% Math Participation: +17.58% All: -7.0% EL: -3.0% FY: (w/o comparison) LI: -7.0% SWD: 4% (w/o comparison) Homeless: (w/o comparison) AA: -3.0%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		LI: 15% SWD: ** Homeless: ** AA: ** AS: ** H/L: 18% WH: 9% Data Year: 2023 Data Source: SARC and PowerBI CAASPP Results	Participation: 97.96% All: 15% EL: ** FY: ** LI: 12% SWD: 8% Homeless: 20% AA: ** AS: ** H/L: 12% WH: 23% Data Year: 2024 Data Source: SARC and PowerBI CAASPP Results		FY: 20% LI: 20% SWD: 20% Homeless: 20% AA: 20% AS: 20% H/L: 20% WH: 20% Data Year: 2026 Data Source: SARC and PowerBI CAASPP Results	AS: 40% (w/o comparison) H/L: -9.0% WH: -3.0% Science Participation: +9.96% All: +1.0% EL: 25% (w/o comparison) FY: (w/o comparison) LI: -3.0% SWD: 8%(w/o comparison) Homeless: 20%(w/o comparison) AA: (w/o comparison) AS: (w/o comparison) H/L: -6.0% WH: +14.0%
2.6	CA Dashboard - Academic Performance Indicator ELA Status and Mathematics Status	ELA - Declined 37 Pts, Red Math - Declined 35 Pts, Red Data Year: 2023 Data Source: CA Dashboard	ELA - Yellow Status, Increased 39.9 Pts, Math - Orange Status, Increased 32.7 Pts,		ELA - Increased Pts, Orange or Above Math - Increased Pts, Orange or Above Data Year: 2026 Data Source: CA Dashboard	ELA - Increased 39.9 Pts Math - Increased 32.7 Pts

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			Data Year: 2023-24 Data Source: CA Dashboard			
2.7	Access to Standards-Aligned Materials (Priority #1)	100% Data Year: 2023 Data Source: CA Dashboard	100% Data Year: 2023-24 Data Source: CA Dashboard		100% Data Year: 2026 Data Source: CA Dashboard	No Difference
2.8	Implementation of State Academic Standards and EL Courses (Priority #2)	4.35 out of 5.0 Data Year: 2023 Data Source: CA Dashboard	4.64 out of 5.0 Data Year: 2024-25 Data Source: CA Dashboard		5.0 – Full Implementation & Sustainability Data Year: 2026 Data Source: CA Dashboard	+0.29
2.9	Access to a Broad Course of Study (Priority #7)	100% Data Year: 2023 Data Source: CA Dashboard	100% Data Year: 2023-24 Data Source: CA Dashboard		100% Data Year: 2026 Data Source: CA Dashboard	No Difference

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Our school used the following rating scale to determine its progress in implementing the actions to achieve the articulated goal. Ratings were based on an analysis of both input from educational partners and metrics. Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability.

The actions outlined in Goal 2 supported the progress in meeting the following goal: Students Will Gain Skills for College and Career Readiness.

Action 2.1: Career and college-readiness for English Learners, low-income, and foster youth students

Implementation Status: 3 – Initial Implementation

Analysis Statement: Our dedication to promoting student achievement through post-secondary success is obvious in our graduation rate and rigorous coursework. Though we have increased students in dual enrollment over the past few years, we lack Career Technical Education pathways. We do offer introductory CTE courses in Healthcare, with plans to offer more in the future. We also have a Jobs for American Graduates (JAG) cohort, and a new Career Planning course implemented this school year. All students have access to A-G coursework, and we have increased the number of A-G graduates in the past years. No substantive difference in the planned action compared to the actual implementation.

Action 2.2: Professional development addressing English Learners, low-income, and foster youth students

Implementation Status: 4 – Full Implementation

Analysis Statement: Our school places emphasis on professional development because we know when the teacher gets better, the student is served better. We have provided multiple opportunities for professional development dedicated to English Language Development (ELD), low-income, and foster youth students. These workshops and conferences bolster the expertise of our teachers, leaders, and staff, empowering them to delve into assessment data and content to proficiently monitor and advance student proficiency toward standards. No substantive difference in the planned action compared to the actual implementation.

Action 2.3: Technology access and support

Implementation Status: 4 – Full Implementation

Analysis Statement: We guarantee that all students who need resources like wifi-enabled chromebooks to complete their coursework have access to them. In fact, we are at a 1:1 ratio for student technology. Our dedication to ensuring 100% satisfaction with our technology supply is evident in our continuous orders for Chromebooks and hotspots, adjusting to site demands, and facilitating the upgrading or replacement of faulty devices. No substantive difference in the planned action compared to the actual implementation.

Action 2.4: Support for standards-based curriculum and instruction

Implementation Status: 4 – Full Implementation

Analysis Statement: In the last academic year, we introduced a new curriculum and we have continued to receive positive feedback from our PAC, parents, and students. Parents have voiced how pleased they are with our new Learning Management System and the ease of student use. Our new system caters to diverse learning styles, ensuring that students remain actively engaged and motivated throughout their education journey. All parents have access to the LMS as Observers to check student progress. No substantive difference in the planned action compared to the actual implementation.

Action 2.5: Educational materials for an effective program

Implementation Status: 4 – Full Implementation

Analysis Statement: Each enrolled student is provided with access to essential resources required for active participation in their classes. The effectiveness of our educational program hinges on the accessibility of top-notch education and software materials spanning diverse subjects. We continue to evaluate and renew our standards-approved curriculum provider, educational programs and to update supplemental

materials regularly to meet our students' academic needs, backgrounds, and interests, as well as the functionality of our online program. No substantive difference in the planned action compared to the actual implementation.

Overall Successes:

Our school has seen success in increasing participation in our CTE course enrollment and is on track to match the dual enrollment participation from last year, even with increased enrollment. Students who participate in our college enrollment and/or career-ready courses learn the valuable skills and knowledge needed for their future endeavors. We have also seen an increase in A-G completion, and our CCI Dashboard metrics. We also moved from red to orange on the CA Statewide Assessment Dashboard indicator.

Overall Challenges:

Our school has encountered significant challenges in seeing improvements in ELA and Mathematics scores. Although we saw a decline of 5% in ELA and 7% in Math, we actually increased 39.9 points in ELA and 32.7 points in Math proficiency. The decline in overall percentage underscores the pressing need for implementing new strategies to reverse this trend and elevate our performance on the CA Dashboard by at least one level. Our focus is now to identify the root causes of the decline and develop targeted interventions to support student learning and achievement in these core subjects.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences in the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services because actual expenditures were approximately the same as budgeted expenditures and principally directed towards our English Language Learners, low-income and foster youth students. We were able to meet our budgeted expenditures as shown in the 2024-2025 Contributing Actions Annual Update table for estimated actual expenditures. This is true for the LCFF funds.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Our school used the following rating scale to determine the effectiveness of the actions to achieve the articulated goal. Ratings were based on an analysis of both inputs from educational partners and metrics. Rating Scale (lowest to highest): 1 – Not Effective; 2 – Somewhat Effective; 3 – Effective.

The actions outlined in Goal 2 helped make progress towards the LEA's goal: Students will Gain Skills for College and Career Readiness

Action 2.1: Career and college-readiness for English Learners, low-income, and foster youth students

Effectiveness of Action: - Somewhat Effective

Metric: Participants in Career Ready Courses, CTE Completion, and A-G Completion

Analysis Statement: As noted in the metrics section above, our school did see an increase in participation in CTE. We have been successful in increasing the number of CTE course offerings and student participation rates, however, we are still working on creating additional career technical opportunities for our students. We did see a slight decline in the number of Career Ready Courses, but we are working on increased staffing, training and courses in this field. We have seen an increase in A-G ready students, and will continue to monitor students who are close to A-G completion, to push them toward 4-year college enrollment. Counselors will continue to work with students to highlight

the benefits gained from college and career ready coursework, and offer personalized options that cater to student's interests in the hopes of increasing engagement and motivation. These efforts can be seen in our improved CCI indicators which grew 1.2% this school year.

Action 2.2: Professional development addressing English Learners, low-income and foster youth students

Effectiveness of Action: Somewhat Effective

Metrics: Statewide Assessments: ELA, Math & Science, and CA Dashboard Performance Indicators

Analysis Statement: As noted in the section above, our CAASPP scores have shown a decline in overall percent proficiency, though we have moved from red to orange. We have offered professional development opportunities to teachers to enhance instructional strategies and differentiate instruction to meet the diverse needs of our students, but have grown in student enrollment and staffing quickly in the past year. We recognize the need to re- train veteran staff regularly and train new staff as well. We do monitor students' progress through regular data analysis and make adjustments to interventions as needed based on student performance. We also provide targeted tutoring support focused on areas where students struggle the most. We do believe that these efforts will have positive impacts on student achievement in the future.

Action 2.3: Technology access and support

Effectiveness of Action: Effective

Metric: Access to Standards-Aligned Materials (100% of Students Offered Wifi Chromebooks Upon Enrollment)

Analysis Statement: Our school has successfully ensured that 100% of students are offered wifi-enabled Chromebooks upon enrollment, thereby guaranteeing equitable access to technology resources and curriculum. By prioritizing technology access, we have eliminated barriers to learning and fostered an environment where every student has the tools they need to succeed academically. We offer comprehensive support services to ensure that students are adept at utilizing technology effectively for learning purposes.

Action 2.4: Support for standards-based curriculum and instruction

Effectiveness of Action: Somewhat Effective

Metric: Implementation of State Academic Standards and EL Courses (CDE Standards Implementation Rubric)

Analysis Statement: This action was somewhat effective because we have not achieved "Full Implementation and Sustainability," but our high-quality, standards-based curriculum continues to be fully implemented. We are currently at 4.64, which is an increase of 0.4 full implementation of CA Standards. However, we are not at 5.0, which is full implementation and sustainability. Our curriculum is interactive, tailored to individual needs, and engages students through various methods. We analyze student performance data to adjust instruction, offering targeted support to address strengths and weaknesses. This data-driven approach ensures a dynamic learning environment that supports academic growth.

Action 2.5: Educational materials for an effective program

Effectiveness of Action: Effective

Metric: Access to a Broad Course of Study

Analysis Statement: The effectiveness of our educational program relies on the availability of high-quality materials and broad course of study for students. Our school maintains sufficient materials and choices in coursework, overseen by the Regional Instructional Specialist, ensuring every student can access the resources and coursework needed to succeed. We regularly acquire current supplemental materials to meet students' academic needs effectively.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Overall, we believe that Goal #2: Students Will Gain Skills for College and Career Readiness, is an important goal to continue, and we will continue with the planned goal, metrics, outcomes and actions.

The following actions did have the intended outcome based on the associated metrics as described. Due to educational partner feedback from our PAC/ELAC, staff, and student feedback, we will continue to offer the action. Based on a collaborative evaluation of the current action, we believe these actions were effective:

Action 2.3: Technology access and support

Action 2.5: Educational materials for an effective program

Action 2.1: Career and college-readiness for English Learners, low-income, and foster youth students

This action was somewhat effective in its desired outcome. We are making improvements in CTE for example. However, we recognize the importance of addressing the gap in career readiness coursework and working toward our desired outcomes in the other indicators. We are actively working to strengthen staffing, enhance professional development, and broaden course options in this area. Continued reflection and targeted action will be essential as we work toward comprehensive college and career readiness for all students.

Action 2.2: Professional development addressing English Learners, low-income and foster youth students

This action was somewhat effective in its desired outcome of improving statewide assessment scores. We are committed to providing professional development for teachers that focuses on strategies to improve ELA, Math, and Science performance. We will be monitoring student progress on internal assessments to gauge readiness for state testing, and providing interventions and resources to students who are behind in credits, or deficient in skills. Teachers will also work in PLC groups and subject-alike groups to strategize for increased student performance across subject areas and grade levels. This will increase the tools and knowledge needed to effectively support student learning across these critical areas.

Action 2.4: Support for standards-based curriculum and instruction

This action was somewhat effective because we have not achieved “Full Implementation and Sustainability,” but our high-quality, standards-based curriculum continues to be fully implemented. As we have more time with our curriculum and LMS, and add broad course offerings, we will continue to work toward a 5.0.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Career and college-readiness for English Learners, low-income and foster youth students.	Students participate in a comprehensive incentive and recognition system that helps support their scholastic efforts. Students are recognized for their efforts in a variety of ways that are meaningful to them. We will do the following: • Increase marketing and monitoring of course assignments for A-G, CTE, and dual enrollment. • Counselors and teachers will promote CTE programs and pathways offered. • Promote student interest and exploration. Some of our lowest college and career readiness rates are among our English Learners, low-income, and foster youth student groups. Our English Learners, LTELs, low-income and foster youth students, need to be prepared to pursue a career or attend a college to address this need. We consider local employment opportunities and student interests to help guide students into coursework that is meaningful to them. Students engage in career inventory, exploration, and overview of professional job skills to align their career or post-secondary education interests. Support personnel and partnerships are essential to tailor and implement the support needed for students. We require all students to participate in a work readiness course and offer a job and mentorship program for interested students. These actions will positively impact our college and career readiness rates for our English Learners, LTELs, low-income, and foster youth student population.	\$211,000.00	Yes
2.2	Professional development addressing English Learners, low income and foster youth students	Students participate in a comprehensive incentive and recognition system that helps support their scholastic efforts. Students are recognized for their efforts in a variety of ways that are meaningful to them. We will do the following: • Additional professional development to support teachers in meeting the needs of EL, LTEL, FY and LI students. • Regional trainings, workshops/seminars. • Best practices shared in PLC. • Outside conferences that have an impact on At-promise youth.	\$80,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		Surveys indicate that our English Learners, low-income and foster youth students sustained social and emotional trauma during the pandemic. To address this issue, professional development for our teachers and staff is essential to the progress of our English Learners, low-income and foster youth students. Trainings, conferences, workshops, and professional learning communities provide information for our capacity for meeting our students' needs (both social-emotionally and academically). Over the past year, there has been a positive impact on our English Learners, low income and foster youth students, with additional staff training in trauma informed practices, which has led to increased retention rates. End-of-year student surveys indicate positive support for social and emotional needs among the unduplicated student population. Mission Academy will continue to provide training focused on helping our English Learners, low-income and foster youth population succeed.		
2.3	Technology Access & Support	All English Learners, LTEs, low-income, and foster youth students will have access to effective technology platforms and support programs. This is an ongoing effort to help them to access their curriculum and instructional support. We will do the following: • Upon enrollment provide every student with a Chromebooks. • Provide every student with a hotspot as necessary. • Provide students and teachers with tech support to ensure access to curriculum and instruction. Ensuring that our English Learners, low-income and foster youth students receive and benefit from effective technology platforms and programs is an ongoing effort in helping 100% of them to access their curriculum. Teachers and staff continually support students' access to technology and provide training and materials to close any gaps. Providing students with Chromebooks and working with them on their use of technology has been effective with our students during the last year.	\$814,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.4	Support for Standards-based Curriculum and Instruction	All English Learners, LTELs, low-income and foster youth students will have access to high-quality standards-aligned curriculum and instruction that is continually improving. We will do the following: • VAPA coursework will be increased. • Regional leadership for curriculum and instruction will participate in local curriculum review. • Engage in dialogue in collaborative groups. • Provide input on aligning standards to instructional practices. • Analyze data results to develop and improve practices and processes. All of our English Learners, low-income and foster youth students, will have enhanced access to a standards-aligned curriculum. The implementation score for our standards-based curriculum is based on the CDE Standards Implementation Rubric, and our target is 5.0. We utilize a vetted and standards-aligned curriculum delivery program with personalized, targeted instruction and differentiation to meet the unique needs of each student learner. We monitor the quality of our curriculum program using the CDE rubric each year. Highly qualified teachers teach content and develop support for various student needs.	\$920,000.00	Yes
2.5	Educational materials for an effective program	All students will have access to all materials to participate fully in enrolled courses. An effective education program relies on quality materials for all subject areas. We continue to evaluate and renew our standards-approved curriculum provider program and update supplemental materials regularly to meet our students' academic needs, backgrounds, and interests.	\$7,442,346.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	Increase Student Retention: This is a maintenance goal designed to continue the success we have had with re-engaged out of school and credit deficient youth.	Maintenance of Progress Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
 Priority 5: Pupil Engagement (Engagement)
 Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

Mission Academy measures the success of our program through the rate of retention, graduation, or re-matriculation back to a student's district or school of choice. We have trauma-informed staff and teachers who have strategies to address student retention and student engagement effectively. As a DASS school, we have a high population of transiency, but we meet students where they're at and work with them to provide support in where they want to go. In consultation with students, families, and staff, we will continue to offer a collaborative educational environment for the success of our students.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Retention Rate w/ Return to District (Local Metric)	83.13% Data Year: 2023-24 LPs 1-7 Data Source: Internal PowerBI	All: 98.59% Data Year: 2024-25 LP1-7 Data Source: Internal PowerBI		Retention Rate – 80% or higher Data Year: 2026-27 LPs 1-7 Data Source: Internal PowerBI	+15.46%
3.2	Attendance Rate 85% (Priority #5)"	92.77%	All: 81.61%		Attendance Rate – 90% or higher	-11.16%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Data Year: 2023-24 LPs 1-7 Data Source: Internal SIS	Data Year: 2024-25 LP1-7 Data Source: Internal SIS		Data Year: 2026-27 LPs 1-7 Data Source: Internal SIS	
3.3	Non-Completer Rate (Local Dropout Metric)	8.50% Data Year: 2023-24 LPs 1-7 Data Source: Internal PowerBI	All: 11.17% Data Year: 2024-25 LP1-7 Data Source: Internal PowerBI		10% or lower non-completer rate dropout Data Year: 2026-27 LPs 1-7 Data Source: Internal PowerBI	+2.67%
3.4	Attendance rate – Priority 5 Students Regularly Participating in Synchronous Instruction	50% Data Year: 2023-24 LPs 1-7 Data Source: Internal SIS	All: 69% Data Year: 2024-25 LP1-7 Data Source: Internal SIS		Attendance Rate – 75% or higher Data Year: 2026-27 LPs 1-7 Data Source: Internal SIS	+19%
3.5	Success Rate (Graduation, Retention, Rematriculation)	91.36% Data Year: 2023-24 LPs 1-7 Data Source: Internal PowerBI	All: 98.59% Data Year: 2024-25 LP1-7 Data Source: Internal PowerBI		Success Rate – maintain 85% or higher Data Year: 2026-27 LPs 1-7 Data Source: Internal PowerBI	+7.23%
3.6	Suspension Rate (Priority #6)	0% Data Year: 2023-24 LPs 1-7	All: 0% Data Year: 2024-25 LP1-7		0% - low rate Data Year: 2026-27 LPs 1-7	No Difference

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Data Source: Internal PowerBI or CA Dashboard 2023	Data Source: Internal PowerBI and Dashboard 2024		Data Source: Internal PowerBI or CA Dashboard 2026	
3.7	Expulsion Rate (Priority #6)	0% Data Year: 2023-24 LPs 1-7 Data Source: Internal PowerBI or CA Dashboard 2023	All: 0% Data Year: 2024-25 LP1-7 Data Source: Internal PowerBI and Dashboard 2024		0% - low rate Data Year: 2026-27 LPs 1-7 Data Source: Internal PowerBI or CA Dashboard 2026	No Difference
3.8	School Facilities (Priority #1)	Met Data Year: 2023 Data Source: CA Dashboard	Met Data Year: 2024 Data Source: CA Dashboard 2024		Facilities in Met Condition Data Year: 2026 Data Source: CA Dashboard	No Difference
3.9	Chronic Absenteeism (Priority #5)	Red Data Year: 2023 Data Source: CA Dashboard	71.1% - Red Status, Increased 2.8%. Data Year: 2024 Data Source: CA Dashboard 2024		Orange or better Data Year: 2026 Data Source: CA Dashboard	Increased 2.8%.

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Our school used the following rating scale to determine its progress in implementing the actions to achieve the articulated goal. Ratings were based on an analysis of both input from educational partners and metrics. Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability.

The actions outlined in Goal 2 supported the progress in meeting the following goal: Increase Student Retention Rate

Action 3.1: Student retention

Implementation Status: 4 – Full Implementation

Analysis Statement: Our school prioritizes success through retention, with a dedicated Student Retention Support Team collaborating with Academic Advisors and other support staff to identify and eliminate barriers to engagement. We monitor retention weekly, tracking attendance and progress. Students needing additional support receive a multi-tiered system of support until re-engagement or a suitable educational alternative is found. No substantive difference in the planned action compared to the actual implementation.

Action 3.2: Social and emotional supports

Implementation Status: 4 – Full Implementation

Analysis Statement: At the heart of our mission is nurturing the mental and socio-emotional health of our students alongside their academic growth. For instance, we have mental health partners in the community that connect students and their families with personalized mental health and recovery services. Our HOPE Program provides vital resources and parenting support to students with children. Additionally, all staff are trained in trauma-resilient strategies and the school is now an accredited Trauma Resilient Educational Community to support holistic student development. No substantive difference in the planned action compared to the actual implementation.

Overall Successes:

Our school has achieved remarkable success in both student retention and garnering social and emotional support for students. With a robust retention strategy in place, we have effectively supported students at various levels of engagement, ensuring their continued participation and academic progress. Our retention rate is up significantly, above 98% compared to 83% baseline. Additionally, students are meeting with teachers for synchronous instruction at a rate of 69%. Our suspension and expulsion rate remains at 0% with a focus on restorative practices and other means of correction. With a commitment to holistic student development and a network of supportive services, our school stands as a beacon of hope in both academic retention and community support.

Overall Challenges:

While our school's success in student retention and social emotional support is commendable, it can also pose several challenges. One challenge is ensuring the sustainability and scalability of support programs as student populations evolve and funding fluctuates. Additionally, maintaining high levels of staff training and expertise in trauma-resilient strategies requires ongoing investment and commitment.

Furthermore, managing expectations and ensuring equitable access to support services for all students, regardless of background or circumstance, remains an ongoing challenge. These challenges are reflected in the decline in attendance rate from 92% to 81%. Increased enrollment and maintaining adequate staffing and retention support has also contributed to this decline. We are working to address root causes and strengthen systems and staffing in our program. Addressing these challenges requires continued collaboration, adaptability, and a commitment to meeting the evolving needs of our student community, of which we have.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences in the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services because actual expenditures were approximately the same as budgeted expenditures and principally directed towards our English Language Learners, low-income and foster youth students. We were able to meet our budgeted expenditures as shown in the 2024-2025 Contributing Actions Annual Update table for estimated actual expenditures. This is true for the LCFF funds.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Our school used the following rating scale to determine the effectiveness of the actions to achieve the articulated goal. Ratings were based on an analysis of both inputs from educational partners and metrics. Rating Scale (lowest to highest): 1 – Not Effective; 2 – Somewhat Effective; 3 –Effective.

The actions outlined in Goal 2 helped make progress towards the LEA's goal: Increase Student Retention Rate

Action 3.1: Student retention

Effectiveness of Action: Somewhat Effective

Metric: Retention Rate, Attendance Rate, Non-Completer/Dropout Rate

Analysis Statement: As noted in the metric section above, our retention rate data shows us successfully reaching our desired outcome of over 80%. However our Attendance Rate declined and our non-completer rate increased slightly. We are committed to our current retention processes, ensuring success through ongoing monitoring and support. Our dedicated team will address barriers to engagement, monitoring retention weekly and providing multi-tiered support until re-engagement or alternative options are found.

Action 3.2: Social and emotional supports

Effectiveness of Action: Effective

Metric: Success Rate, Suspension Rate, Expulsion Rate

Analysis Statement: As noted in the metric section above, our success rate of 98.59% surpasses our 80% target significantly. We also have zero suspensions and zero expulsions, focusing on restorative practices for discipline when possible. We're committed to maintaining this achievement by prioritizing students' emotional health, providing ongoing support, and equipping staff with trauma-resilience training. This proactive approach ensures sustained success and growth for our school.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Action: 3.1: Student retention
This action was somewhat effective in achieving the intended outcome. While we experienced significant enrollment growth this year, affecting staffing and school systems for intervention, we are consistently collaborating as a leadership and staff team to improve processes and procedures, and adequately staff for continued enrollment.

Action 3.2: Social and emotional supports
This action was effective in achieving the intended outcome and no changes are planned.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Student Retention support personnel and incentive programs	All English Learners, LTELs, low-income, and foster youth students will be supported with actions and services to improve their retention. We will do the following: • Our student retention support personnel will engage in active outreach. • Student retention services will be trained. • Provide additional services that support retention. Our English Learners, low-income and foster youth students, have some of the lowest attendance rates as calculated by completed student work toward graduation. Ensuring that our English Learners, low-income and foster youth students, are working toward course completion and remaining in school is foundational to our program. Mission Academy students are typically behind in credits and have been out of school for about a semester. We have trained personnel who provide outreach and monitoring of students so that they consistently work to maintain progress. We are also developing an intervention and incentive program. We will continue these practices because our data shows that we have been increasingly successful with students each year. These actions will positively impact the attendance rates of our English Learners, low-income	\$274,500.00	Yes

Action #	Title	Description	Total Funds	Contributing
		and foster youth students.		
3.2	Social-emotional support services and materials	All English Learners, LTELs, low-income, and foster youth students will be supported with actions and services to improve the success rate. We will do the following: • Our SEL programs are offered as necessary. • Additional counseling, support personnel, and professional development. • Providing additional services that support student success such as yoga and SEL courses. Surveys indicate that our English Learners, low-income and foster youth students sustained the most social and emotional trauma during the pandemic. Mission Academy offers programs such as Trauma-Resilient Educational Communities (TREC) strategies, Helping Our Parenting Students Excel (HOPE) incentives, additional counseling, support personnel, professional development, and relationships with partner programs in the community that provides wrap-around services. Internally we provide coaching from Academic Advisers and instruction from highly qualified subject teachers, increasing students' interaction with positive role models, which we know increases their protective factors for success. We will continue to provide and build on these actions and services. Partner feedback and data and surveys have indicated that our English Learners, low-income, and foster youth student populations are getting increased social and emotional needs support.	\$247,000.00	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
4	Increase Educational Partner Engagement: This is a maintenance goal that we believe to be important to overall student success. Mission Academy knows that engaging partners at home such as parents, guardians, and mentors, as well as partners in the community, promotes positive school outcomes.	Maintenance of Progress Goal

State Priorities addressed by this goal.
Priority 3: Parental Involvement (Engagement) Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.
As a trauma-informed program specializing in personalized learning, Mission Academy desires to work with students and make decisions with them and their partners in education rather than do things for them. We recognize that motivation and accountability are maximized when multiple positive adult role models are involved. Mission Academy also utilizes community resources to provide basic needs to students and families which enables students to better focus on academic success. Involving parents and guardians in a child's education through orientation, awards, school activities, surveys, school-wide meetings, and more has a positive impact on the student's school experience overall.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.1	Ed Partner Participation in School/Community Events and Activities	Participation: 967 Enrollment: 557 (CBEDS Enrollment #) Data Year: 2023-24 LPs 1-7 Data Source: Internal Monitoring	Participation Count: 1747 Enrollment Count: 919 (CBEDS Enrollment #) Data Year: 2024-25 LPs1-7		Parent conferences, events, celebrations are above enrollment each year Data Year: 2026-27 LPs 1-7	+780

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			Data Source: Internal Monitoring		Data Source: Internal Monitoring	
4.2	PAC / ELAC Participation (Priority 3)	118 Data Year: 2023-24 LPs 1-7 Data Source: Internal Monitoring	232 participants Data Year: 2024-25 LPs 1-7 Data Source: Internal Monitoring		Increase PAC / ELAC participation Data Year: 2026-27 LPs 1-7 Data Source: Internal Monitoring	+114
4.3	Parent Survey - % Participation and % Feel Safe, Connected, and Engaged (Priority #3)	39.5%-Participation 100% Feel Safe 92% Feel Connected 100% Feel Engaged Data Year: 2023-24 LPs 1-7 Data Source: School Survey	Participation: 71% Feel Safe: 100% Feel Connected: 99% Feel Engaged: 99% Data Year: 2024-25 LPs 1-7 Data Source: School Survey		66% Participation 90% Feel Safe 90% Feel Connected 90% Feel Engaged Data Year: 2026-27 LPs 1-7 Data Source: School Survey	Participation: +31.5% Feel Safe: No Difference Feel Connected: +7% Feel Engaged: -1%
4.4	Student Survey - % Participation and % Feel Safe, Connected, and Engaged (Priority #6)	54.7%-Participation 100% Feel Safe 97% Feel Connected 100% Feel Engaged Data Year: 2023-24 LPs 1-7 Data Source: School Survey	Participation: 64% Feel Safe: 99% Feel Connected: 97% Feel Engaged: 98% Data Year: 2024-25 LPs 1-7 Data Source: School Survey		66% Participation 90% Feel Safe 90% Feel Connected 90% Feel Engaged Data Year: 2026-27 LPs 1-7 Data Source: School Survey	Participation: +9.3% Feel Safe: -1% Feel Connected: No Difference Feel Engaged: -2%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.5	Staff Survey - % Participation and % Feel Safe, Connected, and Engaged (Priority #6)	90%-Participation 100% Feel Safe 100% Feel Connected 100% Feel Engaged Data Year: 2023-24 LPs 1-7 Data Source: School Survey	Participation: 99% Feel Safe: 100% Feel Connected: 99% Feel Engaged: 100% Data Year: 2024-25 LPs 1-7 Data Source: School Survey		66% Participation 90% Feel Safe 90% Feel Connected 90% Feel Engaged Data Year: 2026-27 LPs 1-7 Data Source: School Survey	Participation: +9% Feel Safe: No Difference Feel Connected: -1% Feel Engaged: No Difference

Goal Analysis [2024-25]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Action 4.1: Community/Parent liaison and meaningful school activities

Implementation Status: 4 – Full Implementation

Analysis Statement: As a school, we recognize the importance of increasing engagement with our educational partners to ensure student success. This year, we've offered events such as student orientations, PAC and ELAC meetings, parent-teacher conferences, academic counseling sessions, parent-teacher conferences, and graduation ceremonies, and we've invited our educational partners to participate in these activities. No substantive difference in the planned action compared to the actual implementation.

Action 4.2: Educational partner engagement

Implementation Status: 4 – Full Implementation

Analysis Statement: Our commitment lies in nurturing a caring community within our school program. With purposeful outreach efforts, our staff encourages education and community partners to participate actively in school decision-making. Our partnerships include counselors,

community liaisons, social workers, parent liaison, and others who refer students to us and support students to wrap-around services in their local areas. No substantive difference in the planned action compared to the actual implementation.

Overall Successes:

Our school has achieved notable success in engaging educational partners. Through strategic outreach efforts, we have cultivated strong partnerships. These partnerships have enhanced our ability to support students and families effectively. Additionally, we ensure that important information is accessible to all members of our diverse community. PAC and ELAC activities serve as forums for meaningful collaboration between parents, teachers, and administrators, facilitating open communication and informed decision-making for the benefit of our students. As shown in our metrics, we have increased participation in all school activities from 967 to 1747, increased participation in PAC and ELAC meetings from 118 to 232, and increased participation in our annual survey across students, parents and staff.

Overall Challenges:

Parent engagement presents challenges that require proactive and creative strategies. Overcoming barriers like limited time, language differences, and cultural diversity is crucial. Ensuring meaningful participation from all parents, regardless of background remains a priority for our school.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences in the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services because actual expenditures were approximately the same as budgeted expenditures and principally directed toward our English Language Learners, low-income and foster youth students. We were able to meet our budgeted expenditures as shown in the 2024-2025 Contributing Actions Annual Update table for estimated actual expenditures. This is true for the LCFF funds.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Our school used the following rating scale to determine its progress in implementing the actions to achieve the articulated goal. Ratings were based on an analysis of both input from educational partners and metrics. Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability.

The actions outlined in Goal 1 supported the progress in meeting the following goal: Increase Educational Partner Engagement

Action 4.1: Community/Parent liaison and meaningful school activities

Effectiveness of Action: 3 - Effective

Metric: Participation Counts in Parent Conferences/Orientation/Events/Activities

Analysis Statement: As noted in the metric section above, shows that 1747 ed partners compared to 967 the previous year participated in meaningful school activities. Our school increased parent conference and event attendance through targeted outreach and improved

communication. Proactive measures like personalized invitations, multi-language support, and flexible scheduling overcame barriers such as time constraints and language differences. These efforts cultivated a culture of collaboration, strengthening the school-parent connection for student benefit. Our metrics showed a significant increase in participation over time.

Action 4.2: Educational partner engagement

Effectiveness of Action: 3 - Effective

Metric: School Survey Data

Analysis Statement: As noted in the metric section above, our annual survey results participation increased significantly, demonstrating the strong satisfaction and connection within our school community. Through inclusive communication, we've created a safe environment where families and staff actively participate. This engagement reflects our commitment to fostering a supportive and inclusive culture. As we prioritize feedback and collaboration, we're confident our community will remain united.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Overall, we believe that Goal #4: Increase Educational Partner Engagement, is an important goal to continue.

Action 4.1: Community/Parent liaison and meaningful school activities

This action was effective in achieving the intended outcome and no changes are planned.

Action 4.2: Educational partner engagement

This action was effective in achieving the intended outcome and no changes are planned.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Community/Parent Liaison and meaningful school activities	All parents of English learners, LTELs, low-income, and foster youth students will have access to meaningful parent activities and events at school. We will do the following: - Community liaison who does outreach. - Ensure partner engagement with caseworkers, child welfare, etc. - Promote events and activities for parents to participate in at school.	\$438,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		Our English learners' parents, low-income and foster youth students are some of the least involved educational partners. Parent and academic partner engagement are essential to effective schooling for our English Learners, low-income and foster youth students. We know that parents, guardians, and families have difficulty engaging in meaningful school activities. We will continue to provide a Community Liaison who does outreach and promotes the school as a welcoming place for everyone. In addition, we have increased partner engagement with local agencies such as probation, caseworkers, child welfare services, and others who contribute to the success of our English Learners, low-income and foster youth students. We will continue to provide this action because we know that parent and partner engagement is essential in ensuring student success.		
4.2	Materials and personnel to support educational partner events	Educational partner engagement is essential to a positive school experience and outcomes, especially for our English learners, LTELs, low income, and foster youth. We will do the following: • Enhance communication with parents. • Provide meaningful educational partner engagement activities. • Provide two-way communication opportunities. • Provide additional services that support virtual. communication and materials as necessary. The English Learners, LTELs, low-income, and foster youth student populations have some of the lowest attendance rates. School activities and events are important to our English Learners, low-income and foster youth students, and their families to feel connected to the school's purpose and have increased engagement. Expenses for these include but are not limited to communications, outreach, and materials. We will continue this action in personnel and support for educational partner events.	\$1,000.00	Yes

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2025-26]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$5,167,633.00	\$425,428.00

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
24.762%	0.000%	\$0.00	24.762%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.2	Action: All academic interventions and program materials Need: To address the requirements of Differentiated Assistance (DA) we developed this action. The Los Angeles County Office of Education has provided training. Our school did a collaborative evaluation of the performance results from the California School Dashboard,	As demonstrated in the Identified Needs and Metrics sections, state and local assessments in ELA and Math indicate that some of our lowest-performing students are the English Learners, low-income, and foster youth student groups compared to the all-student group. To address this, low performing subgroups as, identified through Differentiated Assistance, will receive the necessary support and mentorship to increase achievement through targeted tutoring and intervention. As tutoring has been proven to	We will closely monitor progress on our Math and Reading interventions programs. The following metrics are applicable: (NWEA ELA all students, EL, low-income, Hispanic,) (NWEA ELA all students, EL, low-income, Hispanic)

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	with additional internal data to identify a root cause for the reason students are behind in their credits. Students who enroll with us average about +30 credits or more behind in their schooling. Students who come to us are typically about 3-grade levels or more below in their academic skills. Based on their NWEA scores we provide a personalized learning environment and interventions targeted to meet their academic gaps. As shown in the metrics section above, our average NWEA scores show students are far below grade level. Additionally, to address the requirements for Differentiated Assistance, we examined the needs of our student groups in the red on the 2023 CA Dashboard, which is our Hispanic student group in both ELA and Math. We found that our Hispanic students were also low-income students, who were orange in ELA and Math. The 2024 Dashboard had no student groups in the these red for ELA or mathematics. (Metrics are reported in Goal #2). Teacher and parent feedback indicated that they support the importance of the intervention programs to increase students' English and math skills. Scope:	increase credit completion rates, this will aid them in the completion of their courses and also increase their academic skills. Additionally, interventions will be provided for our unduplicated students struggling with academic proficiency, including targeted instruction for 1:1 tutor support, EL Specialist and Teacher collaboration, and preventative or attendance intervention meetings (PMs and AIMs). Students who participate in academic interventions will decrease their learning gaps, as shown in their NWEA scores and course completion rates. Throughout the school year and on an ongoing basis, students are assessed in NWEA as they enroll in our program. They will be given appropriate interventions as necessary, and their learning will be supported by a variety of support staff. We expect that these actions will be effective at increasing students' mathematics and reading assessments. However, because we expect that all students with low proficiency will benefit, this action is provided on an LEA-wide basis	CA Dashboard Academic Indicator results for ELA and Math We will also consider input from the parents of participating students to enhance the quality of the programs provided.

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Schoolwide		
1.3	Action: Tutoring and supports for students Need: To address the requirements for Comprehensive Support and Improvement (CSI), we examined the needs of our student groups in the red on the 2023 CA Dashboard for their Graduation Rate. These were our all-student group, Hispanic, White, students with disabilities, and English learners. We noticed that these students were also in the socioeconomically disadvantaged group, which was in the red. The 2024 CA Dashboard 4-5 year graduation rate had these student groups in the red: Hispanic, socioeconomically disadvantaged, students with disabilities and White students. Additionally, students who enroll with us are typically about 30 or more credits behind in school. Teachers, students, and parents provided feedback indicating that they support the high-value tutors bring to the program. Scope: Schoolwide	To address this, Mission Academy has implemented the CSI plan to allocate strategic tutoring and mentorship assistance to students as determined by their initial year of high school enrollment. Special tutors will be assigned to a cohort of 4th and 5th year students, establishing contact to offer academic support in math and other subjects. As tutoring has been proven to increase credit completion rates, this will aid them in the completion of their courses and also increase their academic skills. Tutoring is done throughout the school year and daily. They scaffold skills that need to be reinforced through additional practice. Tutors deliver a critical level of support that we have seen be successful in helping address academic gaps effectively and improve student progress toward credit recovery and graduation. We expect that these actions will be effective at increasing students' credit completion rate which leads to improved graduation rates. However, because we expect that all students with low proficiency will benefit, this action is provided on an LEA-wide basis.	We will closely monitor progress on our credit completion rates for all of our student groups, especially for the following student groups in the red: Hispanic, White, English learners, students with disabilities, and socioeconomically disadvantaged student groups, we expect them to increase each year. Additionally, student groups on the Dashboard graduation rate will be monitored. We will also consider input from the parents of participating students to enhance the quality of the program provided.
1.4	Action:	To address this, data is pulled monthly to track the success rate of seniors and their credit completion.	We will closely monitor progress on our DASS

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Counseling students toward graduation and materials Need: Historically, some of our lowest graduation rates are among the English learners, LTEL, low-income, and foster youth student groups, who are also students with disabilities, when compared to the All-student group who are at 90.0% for the DASS graduation rate. We examined the needs of our students who are behind in their coursework and credits. They are behind for a variety of reasons and many obstacles need to be addressed before they graduate successfully. The DASS Graduation rate for 2024 was 96.5%. Teachers, students, and parents provided feedback indicating that they support the high-value counselors bring to their students. Scope: Schoolwide	As a collaborative team, all staff work to identify underperforming students and to provide them with additional support and resources to help support their learning efforts. Additionally, counselors and advisers will work together with unduplicated student groups to effectively monitor student progress toward graduation with intentional course planning, data to drive instruction and course placement, and 1:1 coaching/counseling. Counselors and advisers will regularly meet to discuss goals and progress. Counselors will also help address obstacles that unduplicated students might have at home or in their communities by providing resources to families. This action has been effective for many students in assisting them to successfully graduate and will increase graduation rates for our unduplicated student groups. Throughout the school year and on a regular basis, our students participate in a comprehensive counseling program. Counselors meet regularly with students to address their needs. They also inspire students to continue to be productive and strive to accelerate their learning. We expect that these actions will have a positive impact on work DASS graduation rates. Furthermore, because we expect that all students could benefit from this action, it is provided on a schoolwide basis.	Graduation rates for all of our student groups, especially English learners, LTEL, low-income, foster youth, and students with disabilities. We expect them to increase each year. We will also consider input from the parents of participating students to enhance the quality of the program provided.
2.1	Action:	To address this need, we will continue our efforts to encourage participation in career ready and college coursework. We will be more closely	We will closely monitor progress on our CTE completion rates and our

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Career and college-readiness for English Learners, low-income and foster youth students. Need: Some of our lowest career and college-readiness rates are among the English learners, low-income and foster youth student groups who are all below the state average of 18.7% for graduates completing a CTE pathway. They were also below the state average of 44.5% completing A-G courses, and below 11.1% in A-G + CTE pathway completion rate.. Our English Learners, low-income and foster youth students need to be prepared to pursue a career or attend a college. In 2024, graduates completing A-G was 2.7% and CTE pathway completion was 2.3%. Students, teachers, and parents provided feedback indicating that they support the value of meaningful student activities and incentives. Scope: Schoolwide	monitoring our students who have A-G graduation potential and ensuring that we offer all A-G-ready graduation coursework in which students can participate. This will better prepare students for post-secondary pursuits. Additionally, we consider local employment opportunities and student interests to help guide students into coursework that is meaningful to them. Students engage in career inventory, exploration, and overview of professional job skills to align their career or post-secondary education interests. Support personnel and partnerships are essential to tailor and implement the support needed for students. We require all students to participate in a work readiness course and offer a job and mentorship program for interested students. These actions will positively impact our college and career readiness rates for our English Learners, low-income, and foster youth student population. As soon as students enroll with us, they engage in career inventory, exploration, and professional skills, to align their interests into either CTE or other secondary education. We take into consideration local employment opportunities and student interests to help guide students into valuable coursework. Support personnel, staff, partnerships, and materials are essential to tailor and implement the curriculum for students. Throughout the school year and on an ongoing basis, teachers and counselors promote student interest in post-secondary endeavors. We have witnessed our students be successful in these programs.	A-G completion rates, and dual enrollment for all of our student groups, especially English learners, LTEL, low-income, foster youth, and students with disabilities. We will also consider input from the parents, students, and teachers.

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		We expect that these actions will have a positive impact on our college and career readiness rates for our English learners, LTEL, low-income, foster youth, and students with disabilities Furthermore, because we expect that all students could benefit from this action, it is provided on a schoolwide basis.	
2.2	Action: Professional development addressing English Learners, low income and foster youth students Need: As demonstrated in the Identified Needs and Metrics sections, the CAASPP results in the ELA, math, and science assessments show that many of our lowest performing students are English learners, low-income, and foster youth student groups when compared to the All-student group. Teachers and parents provided feedback indicating that they support the value of professional development to increase effectiveness. Scope: Schoolwide	To address this need, we are committed to providing professional development for teachers that focuses on strategies to improve ELA Math, and Science performance. We will be monitoring student progress on internal assessments to gauge readiness for state testing, and providing interventions and resources to students who are behind in credits, or deficient in skills. Teachers will also work in PLC groups and subject-alike groups to strategize for increased student performance across subject areas and grade levels. This will increase the tools and knowledge needed to effectively support student learning across these critical areas. Additionally, surveys indicate that our English Learners, low-income and foster youth students sustained social and emotional trauma during the pandemic. To address this issue, professional development for our teachers and staff is essential to the progress of our English Learners, low-income and foster youth students. Trainings, conferences, workshops, and professional learning communities provide information for our capacity for meeting our students' needs (both social-emotionally and academically). Over the past year, there has been a positive impact on our English Learners, low-income and foster youth students, with additional	We will closely monitor progress on the CAASPP results, especially for English learners, LTEL, low-income, foster youth, and students with disabilities. We expect that these actions will have a positive impact on students with CAASPP scores increasing. We will also consider input from the parents, students, and teachers.

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		staff training in trauma-informed practices, which has led to increased retention rates. End-of-year student surveys indicate positive support for social and emotional needs among the unduplicated student population. Mission Academy will continue to provide training focused on helping our English Learners, low-income and foster youth population succeed. Throughout the school year, our teachers regularly participate in trainings, conferences, workshops, and professional learning communities to provide information for our capacity to address our students' academic and social-emotional needs. We have seen a positive impact on our At-Promise students with additional staff training, such as trauma-informed practices. We anticipate that the increase in professional collaboration and learning will increase our state assessment results for our English learners, LTEL, low-income, foster youth, and students with disabilities will also increase. However, because we expect that all students showing low proficiency will benefit, this action is provided on an LEA-wide basis.	
2.3	Action: Technology Access & Support Need: All English Learners, LTEL, low-income, and foster youth students will have 100% access to the curriculum and instructional support. We know that access to effective technology	Ensuring that our English Learners, low-income and foster youth students receive and benefit from effective technology platforms and programs is an ongoing effort in helping 100% of them to access their curriculum. Teachers and staff continually support students' access to technology and provide training and materials to close any gaps. Providing students with Chromebooks and working	We will closely monitor progress on our implementation of standards-based curriculum score from the CDE Standards Implementation Rubric. We expect improvement

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	platforms and support programs is critical to student access to curriculum and instruction. Teachers and parents provided feedback indicating that they support the value of implementing a standards-based curriculum. Scope: Schoolwide	with them on their use of technology has been effective with our students during the last year. This action starts at student orientation and is ongoing throughout the school year. We expect that these actions will have a positive impact on our students. There is an ongoing effort to ensure that our English learners, LTEL, low-income, and foster youth students have access to technology. However, because we expect that all students will benefit, this action is provided on an LEA-wide basis..	on the implementation score each year. We will also consider input from the parents, students, and teachers.
2.4	Action: Support for Standards-based Curriculum and Instruction Need: All English Learners, LTEL, low-income, and foster youth students will have access to high-quality standards-aligned curriculum and instruction that is continually improving. The implementation score for our standards-based curriculum is 4.64, based on the CDE Standards Implementation Rubric. Teachers and parents provided feedback indicating that they support the value of implementing standards-based curriculum. Scope:	To address this, we have implemented a new curriculum vendor, providing students with more dynamic and high quality standards-based instruction. This improvement aims to increase student engagement and present them with challenging content that fosters growth and academic excellence. Additionally, all of our English Learners, low-income and foster youth students, will have enhanced access to a standards-aligned curriculum. The implementation score for our standards-based curriculum is based on the CDE Standards Implementation Rubric, and our target is 5.0. We utilize a vetted and standards-aligned curriculum delivery program with personalized, targeted instruction and differentiation to meet the unique needs of each student learner. We monitor the quality of our curriculum program using the CDE rubric each year. Highly qualified teachers teach content and develop support for various student needs.	We will closely monitor progress on our implementation of standards-based curriculum score from the CDE Standards Implementation Rubric. We expect improvement on the implementation score each year. We will also consider input from the parents, students, and teachers

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Schoolwide	Throughout the school year, our personnel will continue to collaborate and develop a high-quality, customized curriculum, and provide coaching to support implementation for the unique needs of our student groups. We expect that these actions will have a positive impact on our educational program resulting in a higher score each year. An improved program supports our English learners, LTEL, low-income, foster youth, and students with disabilities. Furthermore, because we expect that all students could benefit from this action, it is provided on a schoolwide basis.	
3.1	Action: Student Retention support personnel and incentive programs Need: We serve English Learners, LTELs, low-income and foster youth, with high mobility, who are typically behind in credits and have been out of school for about a semester or more. The Chronic Absenteeism Indicator was red for the All-student, Hispanic, and low-income student groups. We have seen success in the retention rate for our student population, which is currently at 98.59%. Teachers and parents provided feedback indicating that they support the value of supporting student retention.	Our English Learners, low-income and foster youth students, have some of the lowest attendance rates as calculated by completed student work toward graduation. Ensuring that our English Learners, low-income and foster youth students, are working toward course completion and remaining in school is foundational to our program. Mission Academy students are typically behind in credits and have been out of school for about a semester. We have trained personnel, such as our student retention staff, who provide outreach and monitoring of students so that they consistently work to maintain progress. We are also developing an intervention and incentive program. We will continue these practices because our data shows that we have been increasingly successful with students each year.	We expect that these actions will have a positive impact on the Retention Rate of our program and that we will stay above 80% each year for all of our English Learners, LTELs, low-income, and foster youths. We will also consider input from the parents, students, and teachers.

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Scope: Schoolwide	These actions occur throughout the school year. We expect that these actions will have a positive impact on our student retention resulting in a higher score each year. An improved program supports our English learners, LTEL, low-income, foster youth, and students with disabilities. Furthermore, because we expect that all students could benefit from this action, it is provided on a schoolwide basis.	
3.2	Action: Social-emotional support services and materials Need: We serve English Learners, LTELs, low-income, and foster youth students, many of whom have sustained social and emotional trauma. How we address this impacts our Success Rate, which measures graduation, retention and rematriculation. The Success Rate is currently 98.59%. Teachers and parents provided feedback indicating that they support the value of student success. Scope: Schoolwide	Surveys indicate that our English Learners, low-income and foster youth students sustained the most social and emotional trauma during the pandemic. Mission Academy offers programs such as Trauma-Resilient Educational Communities (TREC) strategies, Helping Our Parenting Students Excel (HOPE) incentives, additional counseling, support personnel, professional development, and relationships with partner programs in the community that provides wrap-around services. Internally we provide coaching from Academic Advisers and instruction from highly qualified subject teachers, increasing students' interaction with positive role models, which we know increases their protective factors for success. We will continue to provide and build on these actions and services. Partner feedback and data and surveys have indicated that our English Learners, low-income, and foster youth student populations are getting increased social and emotional needs support. This action is provided on an ongoing basis, throughout the school year. Staff and teachers are	We expect that these actions will have a positive impact on the Success Rate of our program and that we will stay above 80% each year for all of our English Learners, LTELs, low-income, and foster youths. We will also consider input from the parents, students, and teachers.

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		all diligent in watching for signs of trauma and are quick to provide support. We will continue to provide and improve on these actions and services because we have witnessed success in our English Learners, low-income and foster youth students when their social-emotional needs are carefully considered. However, because we expect that all students will benefit, this action is provided on an LEA-wide basis.	
4.1	Action: Community/Parent Liaison and meaningful school activities Need: Our English learners' parents, low-income and foster youth students are some of the least involved educational partners. Feedback from teachers, SRS, administrators, and counselors, state that the parents of English Learners, LTELs, low-income and foster youth students are less involved in their student's educational activities. According to our educational partners, parents are an essential component to effective schooling and the overall academic success of these students. As shown above, in the metrics section, we expect the participation counts to be above enrollment. Teachers and parents provided feedback indicating that they support the value of implementing parent engagement activities.	To address this, parent and academic partner engagement are essential to effective schooling for our English Learners, low-income and foster youth students. We know that parents, guardians, and families have difficulty engaging in meaningful school activities. We will continue to provide a Community Liaison who does outreach and promotes the school as a welcoming place for everyone. In addition, we have increased partner engagement with local agencies such as probation, caseworkers, child welfare services, and others who contribute to the success of our English Learners, low-income and foster youth students. We will continue to provide this action because we know that parent and partner engagement is essential in ensuring student success. We believe that increasing parent/family engagement, as well as creating and cultivating connections in the community, will have a positive impact on students. This action is on an ongoing basis, throughout the school year.	We will closely monitor the progress on our parent participation count so that they are above the enrollment amount. We will also consider input from the parents, students, and teachers.

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Scope: Schoolwide	The support of the community liaison is designed to meet the needs most associated with increased involvement of the parents of English Learners, low-income and foster youth. However, because we expect that all students will benefit, this action is provided on an LEA-wide basis.	
4.2	Action: Materials and personnel to support educational partner events Need: Feedback from teachers, administrators, and counselors, state that the parents of English Learners, LTELs, low-income, and foster youth students are less involved in their student's educational activities. Results from our school survey show that our parents report that 99% feel connected. Parents and teachers provided feedback indicating that they support the value of educational partners. Scope: Schoolwide	The English Learners, low-income, and foster youth student populations have some of the lowest connectedness. School activities and events are important to our English Learners, low-income and foster youth students, and their families to feel connected to the school's purpose and have increased engagement. Expenses for these include but are not limited to communications, outreach, and materials. We will continue this action in personnel and support for educational partner events. We believe in the importance of parents feeling encouraged to participate. We expect that the community liaison in coordination with our staff will utilize these resources to increase positive two-way communication with our EL, FY, and LI parents using written, verbal, and virtual communications. This action is done on an ongoing basis throughout the school year. We will continue this action, because we have witnessed the positive impact on schools when barriers to access are removed for our English learners, LTELs, low-income, and foster youth students. However, because we expect that all	We expect that these actions will have a positive impact on the school survey results. We expect parents will report that over 85% feel encouraged to participate each year, based on the school survey. We will also consider input from the parents, students, and teachers.

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		students will benefit, this action is provided on an LEA-wide basis.	

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.1	Action: Long-term English Learners (LTEL) and English Learners support staff, interventions, and materials Need: According to the 2023 CA Dashboard, our English Learner student group was in the orange on the English Learners Performance Indicator (ELPI). We also examined our reclassification rate trend and did a needs assessment on our LTELs. On the 2024 CA Dashboard, our ELPI status remained orange at 33.3%. 33.9% of LTELs made progress. Teacher and parent feedback indicated that they support the importance of the EL program and support for increasing students' skills. Scope:	To address this, our EL and LTEL students will benefit from increased services offered by our EL Specialist and EL Paraprofessional. The EL Specialist will collaborate and train all general education teachers to customize instruction for English Learners and LTELs, and to effectively use the IELDP to provide targeted support. We also employ a bilingual enrollment specialist and a bilingual retention specialist. Throughout the year and on an ongoing basis, we will address students' needs by providing an EL Paraprofessional or other trained bilingual support personnel. This includes, but is not limited to EL paraprofessional, EL tutors, ELD Leads, support staff, and supplementary materials for the ELD program as needed. Students will receive individualized support based on their specific English proficiency level. In collaboration with students and families. We implement our Designated and Integrated English language development (IELD) program, which is an integral part of our comprehensive program for every	We expect that students' ELPAC scores and their reclassification rate will increase as a result of the personalized academic support and attention they will receive from qualified personnel. We will closely monitor progress on this action which is designed to meet the needs most associated with English learner students. We will also consider input from the parents of participating students to enhance the quality of the program provided

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	Limited to Unduplicated Student Group(s)	English learner to meet the linguistic and academic goals. ELs participate in Newcomer programs, Structured English Immersion, or English Language Mainstream, based on their capacity to successfully advance in their language acquisition and their academics. Support staff will provide specific language instruction through vocabulary and language development to support literacy skills and language acquisition. We expect that these actions, which are designed to address our EL and LTEL students' needs, will be effective at increasing our students' performance on the ELPAC and improving their reclassification rate. This action is provided on a limited basis.	
1.6	Action: Professional Development to Support English Learners and LTELs Need: According to the 2023 CA Dashboard, our English Learner student group was in the red on the English Learners Performance Indicator (ELPI). We also examined our reclassification rate trend and did a needs assessment on our LTELs. Our 2024 ELPI status was 33.3%. 33.9% of LTELs made progress. Parent and teacher feedback indicated that they support the importance of professional development to support English learners and LTELs.	To address this, we will continue to offer professional development in best instructional practices for English Learner education to provide our teachers, tutors and paraprofessionals with diverse and effective teaching methodologies tailored to the needs of our EL students. We will add more effective EL trainings to ensure that English Learners have quality instruction in their program, in ELD and general education courses. Our educators will continue to attend conferences such as CAFE that provide the latest research-based practices and resources allowing them to stay current with evolving educational trends. Additionally, staff training may include but is not limited to developing an EL Tool Kit, implementing effective EL strategies using SIOP (Sheltered Instruction Observational Protocol), and scaffolding strategies such as modeling, building	We will monitor progress on this action as it's designed to meet the needs most associated with English learner students. Using real-time tracking, student language proficiency and academic progress will be monitored, and we expect that the CA Dashboard ELPI, as well as the reclassification rate, will increase. We will also consider input from the parents of participating students to

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	Scope: Limited to Unduplicated Student Group(s)	schema, contextualization, and others have proven to be effective. Additionally, workshops, conferences, and professional learning communities may provide information that will build the capacity of faculty and staff to increase student performance. We expect that our English Learners' ELPAC scores and the reclassification rate will increase as a result of the personalized academic support and attention they will receive from qualified personnel. Professional development happens throughout the year at least three times on various topics. There is follow-up with staff who are trained using the professional learning community's model. There are opportunities for staff to engage in their effectiveness with each other and share best practices. We expect that our English Learners, including long-term English Learners' (LTEL), ELPAC scores, ELPI, as well as the reclassification rate, will increase as a result of the personalized academic support and attention they will receive from qualified personnel. This action is provided on a limited basis.	enhance the quality of the program provided.

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Not Applicable.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

We are a single school LEA and an independent study DASS charter school, with over 55% unduplicated students. Our students are served by additional personnel specifically trained to address their specific social-emotional and academic needs. The funds were used to increase or retain critical personnel, who are essential to implementing each goal. Listed below are the goals and actions where there are additional personnel who provided direct services to unduplicated students:

Goal 1 Action 2: All academic interventions and program materials – have intervention teachers for math, ELA, and reading.
Goal 1 Action 3: Tutoring and support for students – have many tutors proficient in multiple subject areas.
Goal 3 Action 2: Social-emotional, trauma support services and materials.

We are single school LEA and do not have comparison schools.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	A response to this prompt is not applicable, because we are a single-school LEA independent DASS school, focused on credit recovery.	A response to this prompt is not applicable, because we are a single-school LEA independent DASS school, focused on credit recovery.
Staff-to-student ratio of certificated staff providing direct services to students	A response to this prompt is not applicable, because we are a single-school LEA independent DASS school, focused on credit recovery.	A response to this prompt is not applicable, because we are a single-school LEA independent DASS school, focused on credit recovery.

2025-26 Total Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals	\$20,869,624.00	\$5,167,633.00	24.762%	0.000%	24.762%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$24,606,170.00	\$0.00	\$0.00	\$0.00	\$24,606,170.00	\$15,786,074.00	\$8,820,096.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Long-term English Learners (LTEL) and English Learners support staff, interventions, and materials	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	July 1, 2025 to June 30, 2026	\$384,883.00	\$4,000.00	\$388,883.00				\$388,883.00	0.00%
1	1.2	All academic interventions and program materials	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools	July 1, 2025 to June 30, 2026	\$880,000.00	\$74,750.00	\$954,750.00				\$954,750.00	0.00%
1	1.3	Tutoring and supports for students	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools	July 1, 2025 to June 30, 2026	\$579,000.00	\$3,000.00	\$582,000.00				\$582,000.00	0.00%
1	1.4	Counseling students toward graduation and materials	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools	July 1, 2025 to June 30, 2026	\$246,000.00	\$10,000.00	\$256,000.00				\$256,000.00	0.00%
1	1.5	Teachers are qualified and appropriately assigned	All	No				July 1, 2025 to June 30, 2026	\$11,996,191.00	\$0.00	\$11,996,191.00				\$11,996,191.00	
1	1.6	Professional Development to Support English Learners and LTELs	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	July 1, 2025 to June 30, 2026	\$0.00	\$500.00	\$500.00				\$500.00	0.00%
2	2.1	Career and college-readiness for English Learners, low-income and foster youth students.	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools	July 1, 2025 to June 30, 2026	\$211,000.00	\$0.00	\$211,000.00				\$211,000.00	0.00%

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
2	2.2	Professional development addressing English Learners, low income and foster youth students	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools	July 1, 2025 to June 30, 2026	\$0.00	\$80,000.00	\$80,000.00				\$80,000.00	0.00%
2	2.3	Technology Access & Support	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools	July 1, 2025 to June 30, 2026	\$114,000.00	\$700,000.00	\$814,000.00				\$814,000.00	0.00%
2	2.4	Support for Standards-based Curriculum and Instruction	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools	July 1, 2025 to June 30, 2026	\$420,000.00	\$500,000.00	\$920,000.00				\$920,000.00	0.00%
2	2.5	Educational materials for an effective program	All	No			All Schools	July 1, 2025 to June 30, 2026	\$0.00	\$7,442,346.00	\$7,442,346.00				\$7,442,346.00	0.00%
3	3.1	Student Retention support personnel and incentive programs	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools	July 1, 2025 to June 30, 2026	\$274,000.00	\$500.00	\$274,500.00				\$274,500.00	0.00%
3	3.2	Social-emotional support services and materials	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools	July 1, 2025 to June 30, 2026	\$246,000.00	\$1,000.00	\$247,000.00				\$247,000.00	0.00%
4	4.1	Community/Parent Liaison and meaningful school activities	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools	July 1, 2025 to June 30, 2026	\$435,000.00	\$3,000.00	\$438,000.00				\$438,000.00	0.00%
4	4.2	Materials and personnel to support educational partner events	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools	July 1, 2025 to June 30, 2026	\$0.00	\$1,000.00	\$1,000.00				\$1,000.00	0.00%

2025-26 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$20,869,624.00	\$5,167,633.00	24.762%	0.000%	24.762%	\$5,167,633.00	0.000%	24.762 %	Total:	\$5,167,633.00
								LEA-wide Total:	\$0.00
								Limited Total:	\$389,383.00
								Schoolwide Total:	\$4,778,250.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Long-term English Learners (LTEL) and English Learners support staff, interventions, and materials	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$388,883.00	0.00%
1	1.2	All academic interventions and program materials	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$954,750.00	0.00%
1	1.3	Tutoring and supports for students	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$582,000.00	0.00%
1	1.4	Counseling students toward graduation and materials	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$256,000.00	0.00%
1	1.6	Professional Development to Support English Learners and LTELs	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$500.00	0.00%
2	2.1	Career and college-readiness for English Learners, low-income and foster youth students.	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$211,000.00	0.00%

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.2	Professional development addressing English Learners, low income and foster youth students	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$80,000.00	0.00%
2	2.3	Technology Access & Support	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$814,000.00	0.00%
2	2.4	Support for Standards-based Curriculum and Instruction	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$920,000.00	0.00%
3	3.1	Student Retention support personnel and incentive programs	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$274,500.00	0.00%
3	3.2	Social-emotional support services and materials	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$247,000.00	0.00%
4	4.1	Community/Parent Liaison and meaningful school activities	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$438,000.00	0.00%
4	4.2	Materials and personnel to support educational partner events	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$1,000.00	0.00%

2024-25 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$22,526,520.00	\$24,616,239.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Long-term English Learners (LTEL) and English Learners support staff, interventions, and materials	Yes	\$312,000.00	\$356,477.00
1	1.2	All academic interventions and program materials	Yes	\$1,327,290.00	\$1,524,409.00
1	1.3	Tutoring and supports for students	Yes	\$422,960.00	\$487,111.00
1	1.4	Counseling students toward graduation and materials	Yes	\$117,000.00	\$134,585.00
1	1.5	Teachers are qualified and appropriately assigned	No	\$11,499,468.00	\$12,257,081.00
1	1.6	Professional Development to Support English Learners and LTELs	Yes	\$500.00	\$995.00
2	2.1	Career and college-readiness for English Learners, low-income and foster youth students.	Yes	\$142,000.00	\$167,721.00
2	2.2	Professional development addressing English Learners, low income and foster youth students	Yes	\$100,000.00	\$114,957.00
2	2.3	Technology Access & Support	Yes	\$698,000.00	\$799,344.00
2	2.4	Support for Standards-based Curriculum and Instruction	Yes	\$788,130.00	\$906,015.00
2	2.5	Educational materials for an effective program	No	\$6,497,716.00	\$7,148,985.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.1	Student Retention support personnel and incentive programs	Yes	\$190,456.00	\$219,776.00
3	3.2	Social-emotional support services and materials	Yes	\$113,000.00	\$132,068.00
4	4.1	Community/Parent Liaison and meaningful school activities	Yes	\$317,000.00	\$365,545.00
4	4.2	Materials and personnel to support educational partner events	Yes	\$1,000.00	\$1,170.00

2024-25 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
\$5,056,557.00	\$4,529,336.00	\$5,210,173.00	(\$680,837.00)	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Long-term English Learners (LTEL) and English Learners support staff, interventions, and materials	Yes	\$312,000.00	\$356,477.00	0.00%	
1	1.2	All academic interventions and program materials	Yes	\$1,327,290.00	\$1,524,409.00	0.00%	
1	1.3	Tutoring and supports for students	Yes	\$422,960.00	\$487,111.00	0.00%	
1	1.4	Counseling students toward graduation and materials	Yes	\$117,000.00	\$134,585.00	0.00%	
1	1.6	Professional Development to Support English Learners and LTELs	Yes	\$500.00	\$995.00	0.00%	
2	2.1	Career and college-readiness for English Learners, low-income and foster youth students.	Yes	\$142,000.00	\$167,721.00	0.00%	
2	2.2	Professional development addressing English Learners, low income and foster youth students	Yes	\$100,000.00	\$114,957.00	0.00%	
2	2.3	Technology Access & Support	Yes	\$698,000.00	\$799,344.00	0.00%	
2	2.4	Support for Standards-based Curriculum and Instruction	Yes	\$788,130.00	\$906,015.00	0.00%	
3	3.1	Student Retention support personnel and incentive programs	Yes	\$190,456.00	\$219,776.00	0.00%	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.2	Social-emotional support services and materials	Yes	\$113,000.00	\$132,068.00	0.00%	
4	4.1	Community/Parent Liaison and meaningful school activities	Yes	\$317,000.00	\$365,545.00	0.00%	
4	4.2	Materials and personnel to support educational partner events	Yes	\$1,000.00	\$1,170.00	0.00%	

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$20,401,277.00	\$5,056,557.00	0.000%	24.785%	\$5,210,173.00	0.000%	25.538%	\$0.00	0.000%

Local Control and Accountability Plan Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - o Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - o Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- o Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- o Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in EC sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 and Senate Bill 153, Chapter 38, Statutes of 2024.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- LEAs may also provide information about their strategic plan, vision, etc.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

EC Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of EC Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
 - o If the LEA has unexpended LREBG funds the LEA must provide the following:
 - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
 - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
 - An explanation of how the action is aligned with the allowable uses of funds identified in [EC Section 32526\(c\)\(2\)](#); and
 - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by [EC Section 32526\(d\)](#).
 - o For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the [LREBG Program Information](#) web page.
 - Actions may be grouped together for purposes of these explanations.
 - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
 - o If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by EC Section 32526(d), to provide the information identified above or to include actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with EC sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (EC Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

Requirements

School districts and COEs: [EC Section 52060\(g\)](#) and [EC Section 52066\(g\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,

- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: [EC Section 47606.5\(d\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062](#);
 - o **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see [Education Code Section 52068](#); and
- For charter schools, see [Education Code Section 47606.5](#).

- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
 - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
 - Inclusion of metrics other than the statutorily required metrics
 - Determination of the target outcome on one or more metrics
 - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
 - Inclusion of action(s) or a group of actions
 - Elimination of action(s) or group of actions
 - Changes to the level of proposed expenditures for one or more actions
 - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
 - Analysis of effectiveness of the specific actions to achieve the goal
 - Analysis of material differences in expenditures
 - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
 - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
 - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
- (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school’s educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school’s educators.
 - o When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
 - o The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
 - o The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: [EC Section 42238.024\(b\)\(1\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:
 - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
 - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.
- **Required metrics for actions supported by LREBG funds:** To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.
 - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

Complete the table as follows:

Metric #
• Enter the metric number.
Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
 - o Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
 - o Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
 - o Indicate the school year to which the baseline data applies.
 - o The baseline data must remain unchanged throughout the three-year LCAP.
 - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
 - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
 - o Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
 - o Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.

- o Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
 - o Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
 - o Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 . Leave blank until then.	Enter information in this box when completing the LCAP for 2026–27 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 and 2026–27 . Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
 - Include a discussion of relevant challenges and successes experienced with the implementation process.
 - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
 - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:

- The reasons for the ineffectiveness, and
- How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
 - o For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
 - o As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - o These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
 - o **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

For English Learners and Long-Term English Learners

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
 - o Language acquisition programs, as defined in *EC* Section 306, provided to students, and
 - o Professional development for teachers.
 - o If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

For Technical Assistance

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

For Lowest Performing Dashboard Indicators

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
 - o The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
 - o These required actions will be effective for the three-year LCAP cycle.

For LEAs With Unexpended LREBG Funds

- To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.
 - o Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to [EC Section 32526\(d\)](#). For information related to the required needs assessment please see the Program Information tab on the [LREBG](#)

[Program Information](#) web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the [California Statewide System of Support LREBG Resources](#) web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of *EC* Section 32526(d).

- o School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.
- o As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in [EC Section 32526\(c\)\(2\)](#).
- o LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each action supported by LREBG funding the action description must:
 - Identify the action as an LREBG action;
 - Include an explanation of how research supports the selected action;
 - Identify the metric(s) being used to monitor the impact of the action; and
 - Identify the amount of LREBG funds being used to support the action.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC*

Section 52064[b][8][B]; 5 CCR Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA’s needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - o The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - o The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - o The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - o The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - o **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - o **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - o **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - o **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
 - o **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - o As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - o Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program,

the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - o This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
 - o This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
 - o This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to EC Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- o This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - o This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
 - o This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
 - o This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
 - o This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
 - o This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
 - o This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
 - o This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
 - o This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

- o If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

- o This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2024



EXHIBIT Q

**Mission Academy
Letter of Good Standing
El Dorado County Charter SELPA**

June 18, 2025

Heather Stuve
Sr. Director of Special Programs
Mission Academy
43141 Business Center Pkwy Suite 102
Lancaster, CA 93535

Sent via Email

Re: Mission Academy – CDS # 19-75309-0137786

To whom it may concern,

Mission Academy has been a member of the El Dorado County Charter SELPA since July 2018. Mission Academy is a member in good standing and has demonstrated the commitment and capacity to function as a LEA for special education services.

Please contact me if you have any questions.

Sincerely,



Ginese Quann
Executive Director

GQ:lc

cc: Dr. Eric Sahakian, Superintendent, Acton-Agua Dulce Unified



EXHIBIT R

El Dorado County Charter SELPA Allocation Plan



Allocation Plan

Updated October 12, 2023

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INTRODUCTION

Background

The Allocation Plan represents CEO Council decision making, which began when the Charter SELPA was a subset of the El Dorado County Office of Education (EDCOE) SELPA in 2006-07. In 2007-08, the SELPA became a separate State Board approved Charter SELPA and overall funding parameters changed. CEO Council discussion and decision making from 2007-08 to the present have further refined the formula.

Core Principles:

- Stability and predictability of funding is critically important
- Timely and accurate projections with no surprises
- Timely and accurate distribution of cash
- Reasonable and consistent rationale developed with a standard of fairness and equitability
- Transparency

Allocation Plan Elements

1. State Special Education Funding
2. Federal Special Education Funding
3. Rate Protection Pool
4. Partner Definition
5. Charter SELPA Administration
6. Unspent Funds
7. Income Re-Allocation
8. NPS/RTC/SBT (ERMHS) Pool & Out of Home Care (OOHC) Funding
9. Legal Risk Pool
10. Low Incidence Materials and Services
11. Cash Flow

CURRENT YEAR EXECUTIVE SUMMARY

Fiscal Year 2023-24 Allocation Plan At-A-Glance				
Allocation Plan Element		Basis of Funding	Gross Rate	Additional Description
1	State Funding	ADA	\$887.40	Greatest of 2021-22, 2022-23 or 2023-24 P-2 ADA. This rate is a projection based on fully funding the finalized statutory COLA.
2	Federal Funding	Prior Year Enrollment	\$130.00	Must have operated in prior year and prior year enrollment count must be trackable to current year CDS code.
Total Gross Base Funding			\$1,017.40	Rate before administrative fee holdback. Administrative fee % is unique to each charter based on years of membership. First-year charters make a one-time contribution of \$5/ADA to the Rate Protection Pool.
3	Rate Protection Pool	Reserve for contingencies to protect SELPA members from funding reductions/losses. All Charters in first year of Charter SELPA membership contribute a one-time non-refundable \$5.00 per 2023-24 P-2 ADA.		
4	Partner Definition	Single Partner - 1 charter in the Charter SELPA Organization Partner = 2 or more charters in the Charter SELPA under one organization (CMO/Non-Profit)		Year of entry of partner, determines Admin Fee %.
5	Charter SELPA Administrative Fee	Funds SELPA services to partners; % of total gross base funding. Year 1 = 5.5% Year 2 = 4.5% Year 3 = 3.5% Year 5 = 3.0%		Reduction in Years 3 & 5 contingent on good standing.
6	Unspent Funds	If more than 25% of funding is unspent at year end, following year funding will be reimbursement based. Eligibility for federal revenue in following year may be impacted.		
7	Income Re-Allocation	Income may be shifted from one charter to another if the umbrella organization has the board/organization authority to re-allocate dollars.		
8	Mental Health Services Funding	The state directly funds LEAs for mental health services. A contribution of approximately \$12.50/ADA is required to support an NPS/RTC/site-based therapeutic program reimbursement pool administered by the SELPA. The pool will pay 100% of RTC room and board costs and is projected to pay 90% of NPS mental health services + transportation and 80% of approved site-based program expenditures.		
9	Legal Risk Pool	Up to \$15,000 reimbursement for legal claims related to due process filing until pool funding is extinguished. 50% funding/50% match		
10	Low Incidence Funding	Low incidence services and material reimbursements (\$600 minimum claim). Initial reimbursement level is \$1,000/student, which may increase based on claims filed during the year and available dollars.		
11	Cash Flow	Specific policy guidance re: standard SELPA cash flow to charters is found in this section of the Allocation Plan.		

1. STATE SPECIAL EDUCATION FUNDING (Last revised October 2020)

Funding Definition

The Charter SELPA receives state special education funding based on the statewide target rate multiplied by current year P-2 ADA. P-2 ADA is defined as cumulative attendance divided by days operated, as of the first school month ending on or before April 15. A Cost of Living Adjustment (COLA) may or may not be provided annually, depending upon legislative budget action.

State Aid - Charter SELPA Funding Formula

The Charter SELPA funds each LEA member based on the greatest of current year, prior year or prior prior year P-2 ADA for the LEA per the current funding model.

The SELPA is funded on the statewide target rate per ADA. In addition, the SELPA receives a small portion per ADA for SELPA Program Specialist/Regionalized Services (PS/RS rate, based on 2019-20 ADA). Should this funding source ever be rolled into the base rate by legislative action, CEO Council action substantiates that the Charter SELPA continue to treat the PS/RS rate as a separate operational funding stream to the Charter SELPA. These rates are adjusted each year by any COLA applied to the rate.

Charter SELPA administration is responsible for setting the Charter Member Rate each year to account for the budgetary anomalies and maintain a consistent level of funding from year to year. In order to calculate an individual charter's funding rate, the Charter Member Rate is adjusted by the CEO Council's established unique charter member administrative fee and, for first year charters, the one-time Rate Protection Pool contribution (See Element 3/Rate Protection Pool).

2. FEDERAL SPECIAL EDUCATION FUNDING

Funding Definition

Each year the State of California receives a combination of grants for federal IDEA funds. The state distributes this to SELPAs on a prorated formula that is based on:

- a. Historical amount per SELPA from 1999;
- b. Prior year enrollment counts; and
- c. Free and reduced lunch counts.

Federal Funding Charter SELPA Formula (Last revised October 2018)

- a. The Charter SELPA funds eligible LEA members based on prior year student enrollment (Fall 1 count).
- b. New start-up charter members do not receive federal funds in the first year of operation because funding is based on prior year enrollment.
- c. New charter members (not a start-up) may receive federal funds if they existed in the prior year and CDE adjusts the current year Charter SELPA grant for the charter enrollment.
- d. If enrollment for a continuing charter member is not included by CDE in the calculation of the Charter SELPA current year federal grant due to a CDS code change, the charter member remains eligible to receive federal funding in the current year.
- e. The CEO Council's established administrative fee (see Element 5/Charter SELPA Administrative Fee) is determined based on total state and federal income per charter member, but the payment itself is considered paid with state dollars.
- f. Inability to fully spend special education dollars may result in ineligibility to receive federal funds in the subsequent school year (see Element 6/Unspent Funds).

Federal Grant Compliance (Added October 2019)

Charter SELPA administration may make a determination to exclude a charter from federal funding eligibility if matters come to their attention that determine compliance requirements of CDE or the federal grant itself may be violated by doing so.

3. RATE PROTECTION POOL (Added October 2020)

Intent

The intent of the Rate Protection Pool is to provide a reserve fund against unforeseen losses to the SELPA that would otherwise cause a reduction in the state or federal funding rate. These losses may involve the action of a partner or an outside agency or other legal authority. It is recognized that, in some cases, a means to recover funds from a partner may no longer exist. However, when a partner is involved, Charter SELPA administration will exercise all due diligence in attempting to recover funds from the partner.

Use of Pool Funds

The Rate Protection Pool is a shared risk pool in place to protect the entire SELPA membership. As such, the only limitation on the size of a single charge to the pool is the available balance in the pool at the time. Regardless, CEO Council approval is required when any individual situation would result in a charge of more than \$250,000. In addition, Charter SELPA administration will report at least annually to CEO Council on the use of funds and the balance available.

Pool Funding (Last revised May 2022)

2019-20 year-end balances in the Set-Aside Risk Pool and the Rate Smoothing Pool were consolidated to originally fund the Rate Protection Pool. Ongoing funding for the pool will consist of a one-time \$5.00/ADA payment from all new charters (including charter school expansions of current Partners), defined by CDS code, in the first year of membership. The \$5.00 payment will be based on P-2 ADA in the first year. This \$5.00/ADA payment is a non-refundable contribution to the shared risk pool.

Other funding sources to the pool include, but are not limited to:

- Positive prior year adjustments for schools no longer with the SELPA.
- Unspent funds where need is not demonstrated in the following year.
- Funding held from Partners that close operations and fail to submit documentation that would allow for release of funds being held.
- Recoveries from Partners/former Partners in excess of the loss.
- Extraordinary payments, positive funding adjustments or recoveries.
- Any other additions to the pool approved by the CEO Council.

4. PARTNER DEFINITION (Last revised October 2021)

Intent

In September 2013, the CEO Council created two categories of Partnership: **Single Charter Partner** and **Organization Partner**. The date of entry of the Partner is used to determine the administrative fee for the Partner’s future expansion.

Charter SELPA Formula

Single Charter Partner	Charter SELPA LEA member with one school (CDS code) in the Charter SELPA
Organization Partner	Organization with multiple Charter SELPA LEA member schools (each with a CDS code).

An organization is defined as a non-profit with one governing board over multiple charters or an organization that is structured to include one Chief Executive Officer position that has defined responsibilities related to multiple charters. The title of CEO may differ by organization, but the intent is that the “CEO for the umbrella organization” has specific decision-making authority related to the multiple charters in matters involving special education programs and services.

Member charter LEAs within the Organization Partner “network” are afforded the same benefits as those that are available to the Organization Partner. When a Charter SELPA Partner expands with a charter new to the SELPA, the new charter school utilizes the Organization Partner’s date of entry for calculation of the administrative fee. Another example would include, if the Organization Partner is put on a reimbursement basis for funding, all members of the Organization Partner’s network may also be funded through a reimbursement mechanism. To ensure accurate considerations of an Organization Partner’s member charters within their network, each Organization Partner would be asked to identify their member charters annually and the member charter school LEAs would be asked to affirm the relationship.

An Organization Partner would be asked to assist in the event of a member charter school closing and/or causing a financial impact on the Charter SELPA. CEO Policy 27, addressing when a charter within an Organization Partner’s network closes, includes the following language:

“The Organization Partner has certified that funds were spent appropriately for special education and should issues arise at a later date; the Organization Partner will honor any obligations owing by the closing charter.”

In the event where the Organization Partner is not able to mitigate a negative impact on the Charter SELPA caused by a member charter school(s), it is understood that actions would be taken to protect the Charter SELPA, including the Organization Partner may be placed in a reimbursement funding position. In addition, the administrative fee sliding scale is predicated on a member being in good standing and increasing capacity over time. If a member is not in good standing and has a lower administrative fee based on years of participation in the SELPA, the administrative fee may be recalibrated and returned to a level reflective of a lower capacity and to cover increased costs created by the heightened monitoring required. This adjustment will also take

effect when an Organization Partner dissolves their relationships with member charter schools and/or their network, and thus after the dissolution action, the remaining member charter schools are Single Charter Partners within the SELPA.

5. CHARTER SELPA ADMINISTRATIVE FEE (Last revised May 2019)

Intent

The CEO Council established an administrative fee in order for the Charter SELPA to provide the services required by the participating members. In 2006-07, the allocation formula provided for an administrative fee of 10% with the intent that it would reduce over time as the Charter SELPA membership expanded. The formula was substantially revised in 2010-11 to provide for a first-year differential rate. It was revised again in 2011-12 to provide for a first-year rate of 6%, reducing to 5% in year 2, and the possibility of reducing to 4% in year 3 and beyond if specified criteria were met. The formula was revised again in 2013-14, allowing all charters to be eligible for consideration of the 4% rate in year 5. The formula was again revised for 2019-20 with reductions to the administrative fee rate for all current and new Charter SELPA Partners. These funds, along with funds from the PS/RS rate, are used to cover the operational costs of providing the wide range of SELPA services offered to members, including program capacity-building support and case consultation from SELPA Program Specialists, technical assistance, professional development, SEIS system usage and training, data and compliance monitoring/reporting assistance, business office support, and Administrative Unit Fees.

Charter SELPA Formula

As established by the CEO Council, a charter's administrative fee is calculated by multiplying total annual state and federal funding for the charter by the applicable administrative fee percentage for the charter. Prior to distribution of state and federal funding, the applicable administrative fee is withheld. Date of entry for purposes of the administrative fee is based on the date of entry of the **Organization Partner**. For example, if the Organization Partner qualifies for a 3% fee based on five years of membership, the expansion charter would be treated the same and receive the 3% fee.

The fee does not apply to other grant dollars received by the SELPA; however, the SELPA may charge an appropriate indirect rate for specific grants that are administered by the SELPA.

Administrative Fee Schedule

5.5%	Year One Partner
4.5%	Year Two Partner
3.5%	Year Three Partner – successfully completing the first two years with the Charter SELPA and a SELPA member in good standing.
3.0%	Year Five Partner – successfully completing the first four years with the Charter SELPA and a SELPA member in good standing.

Specified Criteria for Administrative Fee in Year 3 and Year 5:

Member in good standing:

- Meets minimum CEO Council and Steering Committee participation requirements
- Timely submission of program reporting: e.g. IEP reporting, Pupil Count
- Timely submission of financial reports
- Meets Maintenance of Effort requirements
- No significant outstanding program compliance issues

Notification of fee eligibility

By March 1, prior to the start of a fiscal year, Charter SELPA shall notify Partners entering their 3rd year or 5th year if they are deemed to be eligible for the reduced administrative fee for the following fiscal year. Once a Partner receives approval for the administrative fee in accordance with the schedule noted above, the fee continues unless changed by a failure to maintain good standing. Despite subsequent actions, e.g. failure to meet MOE in September, the lower fee will be honored for the entire fiscal year for which it was granted.

Failure to retain membership in good standing for lower administrative fee

By March 1 (if possible), but no later than June 1, prior to the start of a fiscal year, Charter SELPA shall notify Partners if they are no longer in good standing or no longer eligible for the administrative fee rate previously established for the following fiscal year.

Failure to retain membership in good standing – termination from Charter SELPA membership

The Charter SELPA Participation Agreement, Local Plan, Allocation Plan, and Policies outline the responsibilities of Charter SELPA members. As noted above, failure to meet responsibilities can create ineligibility for the lower administrative fee. It should also be noted that failure to meet those responsibilities can result in termination of membership with the Charter SELPA.

6. UNSPENT FUNDS

Intent

The Charter SELPA recognizes that special education funding in California is not sufficient to cover the total costs of special education. On a statewide basis, LEAs pay for approximately 60% of the costs of special education from local sources. There are unique circumstances where an LEA may have unspent funds. A new charter joining the SELPA may not have the level of special education costs experienced by other LEAs. Additionally, some charters by the nature of the students they serve may have special education costs that are below the statewide averages, and their special education student population may be below Charter SELPA averages.

Charter SELPA Formula (Last revised October 2020)

When an LEA has unspent funds **less than 25%** of their special education allocation (allocation as adjusted at year end close by September 30):

- a. All charters with unspent funds must provide budget justification to receive federal funds in the next year.
- b. Charters with unspent funds will be subject to significant budget and program review to determine if they qualify for federal funds in the following year.

Additional factors that may result in ineligibility to receive federal funds:

- Pupil counts less than 4%
- Multiple years of unspent funds
- Fiscal solvency and audit issues
- Leadership issues that cast doubt on the capacity of the charter to be an LEA

A charter may also opt out of federal funds for an unspecified period of time until needs change.

When an LEA has unspent **funds greater than 25%** of their special education allocation (allocation as adjusted at year end close by September 30):

- a. Charters with unspent funds greater than 25% may not be eligible for federal funds in the following year. If need is demonstrated, based on an understanding of the charter's plans and submitted budgets, the Charter SELPA may establish eligibility for federal funding.
- b. A charter with unspent funds greater than 25% unspent will be moved to a reimbursement-based state funding cash flow, with the intent that the charter shall spend the prior year unspent funds first. Charter SELPA shall establish a procedure and process to ensure monthly expenditure reporting by the charter, with timely distribution of cash when the charter has demonstrated eligibility by spending prior year carryover. Monthly cash flow payments would not exceed cash distributions under the monthly cash apportionment process.

7. INCOME REALLOCATION (Last revised May 2020)

Intent

Organization Partners (See Element 4/Partner Definition) may have varying needs among their schools and should be provided the flexibility to re- allocate funds among the entities to better match income to special education expenditures-

Charter SELPA Formula

At the close of the fiscal year, an Organization Partner may reallocate state and federal funds to the LEAs within their authority, if the Organization Partner has the authority within their operational structure to take such action.

EC Section 56836.05(b) provides authority to SELPAs to develop an Allocation Plan at the SELPA governance level, to distribute funds to the LEAs within the SELPA. The Charter SELPA Allocation Plan distributes funds to each charter (CDS code) in the SELPA. However, pursuant to this Allocation Plan rule approved by CEO Council, a provision is made for the local authority of the Organization Partner to re-allocate income among Charter SELPA LEA members.

The final reallocation will occur in the months of August and September following the close of a fiscal year with final reallocation done by October 1. Evidence of board action to establish income reallocation authority is required and documentation must be submitted to the Charter SELPA in a prescribed format that outlines the exact amount of funding moved from one LEA to other LEA(s).

8. NPS/RTC/SBT (ERMHS) Pool & OUT OF HOME CARE (OOHC) Funding

(Last revised May 2023)

Intent

Over time, the CEO Council has taken a series of actions to implement Allocation Plan language to govern eligibility for and the allocation of the ERMHS funding consistent with the AB 114 guidance from CDE and the need to provide a predictable revenue stream to Charter SELPA members. Beginning 2023-24, ERMHS funding will no longer be passed through SELPAs. All LEAs in the state will be directly funded for this revenue.

Along with the Allocation Plan language, the Charter SELPA has developed operational guidelines and budget request forms. Please see the ERMHS Guidelines document available on the Charter SELPA website for complete information.

Charter SELPA Formula (Last revised May 2023)

1. Out of Home Care Funding (Added May 2023)

Out-of-Home Care Funding is provided to SELPAs to serve foster youth, pupils placed in California's short-term residential therapeutic program, and three other types of facilities located within a SELPA's geographic boundaries. In 2022-23, the Charter SELPA began receiving this annual revenue based on aggregate foster youth enrollment for all partner charter schools. In the first annual revenue calculation, the Charter SELPA received funding for 2021-22 and 2022-23. The CEO Council has determined that each year, OOHHC funding will be used to defray the cost to partners of administering the mental health reimbursement pool.

Annual OOHHC funding will be held by the SELPA. Beginning in 2023-24, each year's revenue will be used to reduce the corresponding year's partner contribution to the NPS/RTC/SBT Pool, as established later in this section. The funding received for 2021-22 and 2022-23 will be used as follows:

- a. Use 2021-22 revenue to increase the 2022-23 per-ADA distribution to partners.
- b. Divide the amount of funding received for 2022-23 by three.
- c. Combine the result of this calculation with the amount of OOHHC funding received for 2023-24, 2024-25, and 2025-26, respectively.
- d. For each of these three years, use the combined amount to reduce the corresponding year's annual partner contribution required for the NPS/RTC/SBT Pool.

2. Administration Charge

Partners in the Charter SELPA pay a fee for services for the Charter SELPA to deliver CPI training and certification, support partner mental health programs, and administer the mental health-related provisions of the Allocation Plan. This amount was fixed at \$533,866 for 2022-23 and shall be adjusted each year with the final state budget COLA.

3. Description of 2022-23 Funding

For 2022-23:

- a. Combine 2022-23 mental health revenue with the mental health reserve carried over from 2021-22.
- b. Subtract \$533,866 (\$501,000 + 6.56% COLA) for the mental health administration charge to fund mental health support for partners and CPI behavior training/certification in 2022-23.

Exhibit R Page 15 of 22

- c. Set aside \$480K to fund approved 2022-23 Site-Based Therapeutic programs at 80% of eligible expenditures. If this amount is not sufficient, the reimbursements will be prorated.
- d. Set aside \$4.3M to fund NPS mental health services at 90% and RTC room and board at 100% of eligible expenditures. If this amount is not sufficient, the reimbursements will be prorated.
- e. Distribute the remaining revenue (\$/ADA) monthly to partners based on 2022-23 P-2 ADA.

4. Description of Funding After 2022-23

Beginning in the 2023-24 fiscal year, SELPA partners are directly funded and have sole responsibility and discretion for meeting the mental health needs of their student populations, including but not limited to services previously identified under mental health Levels 1 and 2 in the allocation plan. The state has granted greater flexibility for the use of mental health dollars, including spending on preventative services for the entire student population. Partners will account for their specific use of mental health dollars through expenditure reporting.

As established by the CEO Council, the SELPA will administer a reimbursement pool for RTC room and board, NPS mental health services, transportation, and site-based therapeutic programs within the parameters established by the SELPA mental health guidelines. Partners have agreed to self-fund this reimbursement pool each year by allocating to the SELPA from state base special education revenue a dollar amount per current year P-2 ADA sufficient to provide:

- a. For the SELPA, an amount equal to the previous year's mental health administration charge plus (+)/minus (-) the finalized COLA for the year.
- b. For the reimbursement pool, an amount projected to fund (in priority order):
 - i. Eligible RTC expenditures for room & board and transportation at 100% for the year. If the estimated is insufficient, funds from the Rate Protection Pool will be used.
 - ii. NPS mental health services and transportation at 90%. If the estimated amount is not sufficient, reimbursements will be prorated.
 - iii. Approved site-based therapeutic programs at 80% of eligible expenditures. If the estimated amount is insufficient, reimbursements will be prorated.

Prior to calculating the per-ADA amount to be retained from state special education revenue disbursements to partners, the total dollar amount determined by a. and b. above will be reduced by the applicable year's annual OOH funding amount.

SELPA administration will manage the reimbursement pool funding first to meet the specified target reimbursement percentages (90% NPS services & 80% site-based programs), then to increase those percentages if possible. Any remaining funding will be carried over into the following year and factored into SELPA administration's projections. At the spring meeting, SELPA administration will inform the CEO Council of:

- the projected final pool reimbursements for the current year and any carryover;
- the projected administration charge based on the state budget COLA information available;
- the projected pool amounts needed for the following year; and
- the rate per ADA for the upcoming year based on these projections.

5. Mental Health Costs Eligible for Reimbursement

5.1 - Site-Based Structured Therapeutic Program

- a. Costs that may be claimed are restricted to services that are required to be performed by

- b. certificated staff. Staff may be contracted through an NPA or hired by the charter. Books and supplies may be claimed.
- c. Eligible students must meet ED eligibility criteria and be identified in SEIS with ED as the primary or secondary disability.
- d. Approved program costs are 80% reimbursed, with a required 20% charter match. No facility/rent costs, direct support, administrative costs, or indirect costs are allowable for the 80% reimbursement or 20% match.
- e. A budget request for site-based structured therapeutic program reimbursement must be filed with the Charter SELPA by November 1 for the current fiscal year and annually if the program operates into subsequent years.
- f. In order to provide a predictable ERMHS funding stream for all charter members, a site-based structured therapeutic program established after November 1 may not be guaranteed funding in the current year.

5.2 - NPS Mental Health Services

- a. Costs that may be claimed are the mental health services for a student in an NPS placement as specified in the student's IEP. The educational costs are the responsibility of the partner and are not reimbursed. The educational costs, however, must be reported and must be, at a minimum, equal to the charter's LCFF per ADA funding amount.
- b. Prior to July 1, 2023, eligible students must meet ED eligibility criteria and be identified in SEIS with ED as the primary or secondary disability. As of July 1, 2023, a student with any disability is eligible.
- c. Approved NPS ERMHS costs are 90% reimbursed, with a required 10% charter match. No facility/rent costs, direct support, or administrative costs are allowable for the 90% reimbursement or 10% match.
- d. Indirect costs are allowed for NPS ERMHS, consistent with the California School Accounting Manual (CSAM) indirect cost provisions that do now allow for indirect costs to be claimed for contract costs beyond the first \$25,000.
- e. At the start of each year, Charter SELPA shall contact all charters with placements in the prior year to determine the anticipated current-year budget amounts.
 - Prior to any new placements, SELPA must be consulted, and a preliminary budget request must be submitted.
 - Immediately after execution of a contract, a copy of the master contract, Individual Service Agreement (ISA), and revised budget request must be submitted to the Charter SELPA. When a placement is discontinued, Charter SELPA shall be notified immediately so the budget may be revised.
 - A budget request for the NPS ERMHS reimbursement funding must be filed with the Charter SELPA and submitted within 30 days of contract signing.

5.3 - Residential Room and Board (RTC)

- a. Costs that may be claimed are the residential room and board costs related to a student in an NPS placement. The educational costs are the responsibility of the charter member and are not reimbursed. ERMHS costs for a student may also be claimed (NPS Mental Health Services).
- b. Prior to July 1, 2023, eligible students must meet ED eligibility criteria and be identified in SEIS with ED as the primary or secondary disability. As of July 1, 2023, a student with any disability is eligible.

- c. Approved NPS room and board costs are 100% reimbursed, with no required match. No facility/rent costs, direct support, or administrative costs are allowable for the 100% reimbursement.
- d. Indirect costs would be allowed for NPS room and board costs, consistent with CSAM indirect cost provisions that do now allow for indirect costs to be claimed for contract costs beyond the first \$25,000.
- e. Effective October 15, 2021, the maximum daily room and board reimbursement is limited to the current monthly revenue rate for short-term residential therapeutic programs published by the State of California multiplied by 12 then divided by 365.
- f. At the start of each year, Charter SELPA shall contact all charters with placements in the prior year to determine the anticipated current year budget amounts.
 - Prior to any new placements, SELPA must be consulted, and a preliminary budget request submitted.
 - Immediately after execution of a contract, a copy of the contract, ISA, and revised budget request must be submitted to the Charter SELPA. When a placement is discontinued, Charter SELPA shall be notified immediately so the budget may be revised.
 - A budget request for the NPS ERMHS reimbursement funding must be filed with the Charter SELPA and submitted within 30 days of contract signing.

9. LEGAL RISK POOL (Reinstated October 2022)

CEO Council (May 2020) approved suspension of the Legal Risk Pool beginning in 2020-21 and directed that any remaining balance at the end of 2019-20 be directed to the Set-Aside Risk Pool. In October 2022, CEO Council resumed the pool as of July 1, 2023 with a transfer from the Rate Protection Pool.

Background

CEO Council (May 2013) established a risk pool with the primary intent to fund legal costs associated with a due process filing.

CEO Council (May 2016) approved a transfer of \$200K to the new Set-Aside Risk Pool and the risk pool balances are now specifically identified as a Legal Risk Pool.

CEO Council (May 2017) approved a transfer of \$500K to the Rate-Smoothing Pool.

CEO Council (October 2022) approved a transfer of \$3.1 million from the Rate-Protection Pool to resume the pool as of July 1, 2023.

Charter SELPA Formula

Reimbursement parameters from the Legal Risk Pool for legal costs:

Eligible Reimbursements: Attorney costs associated with a due process filing

Match Requirement: 50% charter/50% risk pool

Maximum Reimbursement: Up to \$15,000 (\$30,000 in eligible/approved costs, 50% paid by risk pool)

Charter SELPA shall provide forms for Charter SELPA members to request reimbursement. Deadlines for submission of claims will be established to ensure adequacy of funds.

10. LOW INCIDENCE MATERIALS AND SERVICES (Last revised October 2020)

Intent

Low incidence (LI) funds are available for reimbursing the cost of low incidence services and materials. Annually, the SELPA receives a state-determined rate per student with an LI disability based on the December pupil count report.

Charter SELPA Formula

Charters may apply for low incidence materials and funding based on the following criteria:

General Conditions

- a. Low incidence eligibility per education code definitions.
- b. Charters are advised that funding is dependent upon the SELPA receiving full credit for all low incidence students in the Fall 1 pupil count.
- c. Verification will take place in February at the first point in the funding certification cycle.

The intent of establishing a minimum level of funding is to provide predictability in funding to member LEAs. In May of each year, SELPA Leadership shall establish the minimum level of funding for the following year based on current trends. The minimum level will be updated the following May when the majority of requests will have been submitted for reimbursement.

1. In early May, SELPA leadership will set the next year minimum level of funding for low incidence reimbursements at or above the current year state low-incidence per-pupil funding rate. The following factors will be taken into account:
 - Current year trend data on reimbursement request submissions.
 - Low incidence funding, which is based on pupil counts and state rates.
 - Any carryover balances of low incidence funding.

CEO Council will be informed of the established level at the spring meeting.

2. A minimum request is \$600. This will direct available funding toward higher-cost materials and services.
3. All requests for funding must be submitted by May 1 to be eligible for reimbursement. Only IEPs agreed to after May 1 will be considered on a case-by-case basis.
4. Final reimbursement is based on end of year expenditure reports, which must be filed by July 13. Reimbursement will not exceed actual cost.
5. By May of each year, a finding will be made regarding the ability to fund beyond the established minimum with the intent of expending all current year revenue and any carryover from previous years.

Funding parameters will be reviewed annually and may be revised for more flexibility if large balances exist or revised with more limited parameters if shortfalls exist.

11. CASH FLOW

Intent

SELPA funding is sent by CDE/State Controller to the Charter SELPA/EDCOE. Charter SELPA in a timely fashion will request that the Administrative Unit (EDCOE) issue electronic payments/warrants to Charter SELPA members. Cash flow policies of the Charter SELPA follow.

Rate Protection Pool Payment Cash-Flow

The one-time \$5 per ADA payment for charters in the first year of SELPA membership is done in two parts: 75% in February (P-1) and 25% in June (P-2).

Cash Flow/Administrative Fee

The administrative fee, as approved by CEO Council, is a percentage of each charter's total state and federal funding for a fiscal year. Prior to distribution of state and federal funding, the applicable administrative fee is applied and held back (see Element 5/Charter SELPA Administrative Fee). While the fee is calculated on both state and federal funding, the total administrative fee is held back from state cash flow only. The administrative fee is adjusted when federal revenue is updated and at each state certification period (see below) and accounted for in the published cash flow schedules.

State Funding Cash-Flow

For the months of July through January, funding received from CDE is based on prior year P-2. This method of funding means new charters entering the Charter SELPA and/or growth funding will not be received until P-1 certification in February. During the months of July through January, cash-flow to the Charter SELPA members will be based on the CDE apportionment payment schedules and the charter's estimated P-2 ADA, but not to exceed CDE funded data. Any state deferrals applied to the SELPA will be applied to the Charter SELPA members. CDE will not flow cash to the SELPA until the California State Budget has passed. Should there be a delay in funding from CDE due to the state budget, there will be a delay in the cash-flow to the Charter SELPA members.

In February, CDE publishes the P-1 certification and funding for all current year P-1 ADA will begin through CDE's apportionment payment schedule. At that time, each charter's P-1 certified ADA will be updated in the entitlement and cash flow schedules.

In June, CDE publishes the P-2 certification. At that time, CDE will publish final P-2 certification exhibits in June for funding to be received in July. At this time, P-2 ADA will be used. A new entitlement is determined. Cash distribution is adjusted based on any CDE cash-flow deferral schedule.

The Charter SELPA publishes an updated state cash flow schedule for charters in the SELPA after each certification period. Please see these detailed documents on the Charter SELPA website.

Federal Funding Cash-Flow

Cash flow for federal funds varies from year to year based on CDE timelines. El Dorado County Charter SELPA will annually develop a federal cash flow process that results in federal cash distribution to SELPA members in as short a turn-around time as possible.

Exhibit R Page 21 of 22

The Charter SELPA publishes a federal cash flow schedule for charters in the SELPA. Please see these detailed documents on the Charter SELPA website.

State Re-Certification Process

Each February and June for two subsequent fiscal years, CDE will continue to re-certify funding based on any changes to the ADA.

Below is the certification schedule for each fiscal year:

July Advance Apportionment (based on Prior are P-2 ADA) February – P-1 certification

June – P-2 certification February – Annual certification

June – R-1 certification (1st re-certification)

February – R-2 certification (2nd re-certification)

June – R-3 certification (3rd re-certification)

As re-certifications occur, funding may change based on any ADA or rate changes. These changes in funding will be allocated 50% in March (after the February annual or R-2 certification) and the balance will be allocated in July (after the June R-1 or R-3 re-certification).



EXHIBIT S

Bylaws, Conflict of Interest Code and Policy, and Articles of Incorporation

**ALTA VISTA PUBLIC
CHARTER, INC.
BYLAWS**

**AMENDED AND RESTATED BYLAWS
OF
ALTA VISTA PUBLIC CHARTER, INC.,
A California Nonprofit Public Benefit Corporation**

The Bylaws of ALTA VISTA PUBLIC CHARTER, INC., a California nonprofit public benefit corporation ("the Corporation"), are hereby amended and restated in their entirety, as of September 6, 2011 (the "Effective Date"), as follows:

**ARTICLE I
PURPOSE**

Section 1. GENERAL PURPOSE. The purpose of the Corporation shall be to engage in charitable and educational purposes.

Section 2. SPECIFIC PURPOSES. The specific purpose of this Corporation is to manage, operate, guide, direct and promote one or more California public charter schools, and to conduct other educational activities to support public school students. The Corporation may also engage in any activities permitted by law relating to education and consistent with the purpose of the Corporation. The Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that does not further the purposes of the Corporation.

**ARTICLE II
OFFICES**

Section 1. PRINCIPAL OFFICES. The Corporation's principal office shall be located at such place in Los Angeles County, California, or elsewhere as the Board of Directors (the "Board") shall from time to time determine. The Board is granted full power and authority to change the location of the Corporation's principal office.

Section 2. OTHER OFFICES. The Board of Directors or the President may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to do business.

ARTICLE III

DEDICATION OF ASSETS

This Corporation's assets are irrevocably dedicated to charitable purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or Officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code Section 501(c)(3).

ARTICLE IV

MEMBERSHIP

Section 1. SOLE MEMBER. Educational Advancement Corporation, a California nonprofit public benefit corporation, shall be the sole Member of the Corporation.

Section 2. REQUIREMENTS FOR MEMBERSHIP. The Member may, in its discretion, admit additional members to the Corporation, under such criteria as the Member may from time to time establish.

Section 3. NO ELECTION OF OFFICERS BY THE SOLE MEMBER. The Member shall have no right or authority to select or remove Officers of the Corporation. Officers shall be elected by the Board of Directors as provided in Article VII below.

Section 4. ANNUAL MEETINGS. The Member(s) shall have an annual meeting, which shall be held on a date and time specified by the Member(s). Any date so designated by the Member(s) shall be within five (5) months after the end of the fiscal year of the Corporation and within fifteen (15) months after the last annual meeting. If the scheduled date falls on a legal holiday, the meeting shall be held on the next succeeding business day. At the meeting, Directors shall be selected by the Member(s) and other proper business may be transacted.

Section 5. SPECIAL MEETINGS. The Member, or fifty percent (50%) or more of the Members if additional Members should be admitted, may call a special meeting of the Members for any lawful purpose at any time.

Any Officer of the Corporation may call a special meeting of the Member(s) for any lawful purpose at any time. Notice of a special meeting shall be given by the Officer calling such meeting or by any other Officer of the Corporation, with such notice to be given not less than ten (10) days prior to the date of the special meeting, unless such notice is waived in writing by the Member(s).

No business, other than the business that was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 6. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Meetings of the Member(s) shall be held at any place within or outside the State of California designated by the Board or by the written consent of all Members entitled to vote at the meeting, given before or after the meeting. In the absence of any such designation, meetings of the Member(s) shall be held at the Corporation's principal office. Special meetings of the Member(s) shall be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or if there is no notice, at the principal executive office of the Corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Members participating in the meeting can hear one another, and all such Members shall be deemed to be present in person at the meeting.

Section 7. GENERAL NOTICE REQUIREMENTS. Whenever Members are required or permitted to take any action at a meeting, a written notice of the meeting shall be given, pursuant to Section 9 below, to each Member entitled to vote at that meeting. The notice shall specify the place, date and hour of the meeting. For the annual meeting, the notice shall state the matters that the Board, at the time notice is given, intends to present for action by the Member(s). For a special meeting, the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted.

If any notice addressed to a Member at the address of that Member appearing on the books of the Corporation is returned to the Corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Members at that address, all future notices or reports shall be deemed to have been duly given without further mailing if these shall be available to the Member on

written demand of the Member at the principal executive office of the Corporation for a period of one (1) year from the date of the giving of the notice.

Section 8. NOTICE OF PROPOSAL TO WIND UP THE AFFAIRS OF THE CORPORATION. Approval by the Member(s) of any proposal to wind up the affairs of the Corporation is valid only if the notice or written waiver of notice states the proposal to wind up the Corporation.

Section 9. MANNER OF GIVING NOTICE. Notice of any meeting of the Member(s) shall be in writing and shall be given at least ten (10) but no more than ninety (90) days before the meeting date, except, however, for special meetings, notice of which shall be given as provided in Section 5 above. The notice shall be given either personally or by first-class, registered or certified mail, or by other means of written communication, charges prepaid, and shall be addressed to each Member entitled to vote, at the address of that Member as it appears on the books of the Corporation or at the address given by the Member to the Corporation for purposes of notice. If no address appears on the Corporation's books and no address has been so given, notice shall be deemed to have been given if either (i) notice is sent to that Member by first-class mail or facsimile or other written communication to the Corporation's principal office or (ii) notice is published at least once in a newspaper of general circulation in the county in which the principal office is located.

Section 10. AFFIDAVIT OF MAILING NOTICE. An affidavit of the mailing of any notice of any meeting of the Member(s), or of the giving of such notice by other means, may be executed by the Secretary or any transfer agent of the Corporation, and if so executed, shall be filed and maintained in the Corporation's minute book.

Section 11. QUORUM. A majority of the Members shall constitute a quorum for the transaction of business at any meeting of the Members, except to adjourn as provided in Section 18 below.

Section 12. ELIGIBILITY TO VOTE. Subject to the California Nonprofit Corporation Law, Members in good standing on the record date, as determined by the Member designated in Section 1 above, shall be entitled to vote at any meeting of the Members.

Section 13. MANNER OF VOTING. Voting may be by voice or by ballot.

Section 14. NUMBER OF VOTES. Each Member entitled to vote may cast one (1) vote on each matter submitted to a vote of the Members.

Section 15. APPROVAL BY MAJORITY VOTE. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote and voting on any matter, shall be deemed the act of the Members unless the vote of a greater number, or voting by classes, is required by the California Nonprofit Corporation Law or by the Articles of Incorporation.

Section 16. WAIVER OF NOTICE. The transactions of any meeting of the Member(s), however called or noticed and wherever held, shall be valid as though taken at a meeting duly held after standard call and notice, if (a) a quorum is present either in person or by proxy, and (b) either before or after the meeting, each Member entitled to vote, not present in person or by proxy, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice, consent, or approval need not specify either the business to be transacted or the purpose of the meeting except that, if action is taken or proposed to be taken for approval of winding up the Corporation, the waiver of notice, consent or approval shall state the general nature of the proposal. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

A Member's attendance at a meeting shall also constitute a waiver of notice of and presence at that meeting unless the Member objects at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened. Also, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice of the meeting but not so included, if that objection is expressly made at the meeting.

Section 17. ACTION BY UNANIMOUS WRITTEN CONSENT. Any action required or permitted to be taken by the Member(s) may be taken without a meeting, if all Members consent in writing to the action. The written consent or consents shall be filed with the minutes of the meeting. The action by written consent shall have the same force and effect as a unanimous vote of the Member(s).

Section 18. ADJOURNMENT AND NOTICE OF ADJOURNED MEETINGS. Any meeting of the Member(s), whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the Members represented at the meeting, either

in person or by proxy. No meeting may be adjourned for more than forty-five (45) days. When a meeting of the Member(s) is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. If after adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each Member who, on the record date for notice of the meeting, is entitled to vote at the meeting as determined by the Member designated in Section 1 above. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting.

ARTICLE V

BOARD OF DIRECTORS

Section 1. MANAGEMENT. The Board of Directors shall manage the business and affairs of the Corporation. The powers of the Corporation shall be exercised by the Board except as otherwise authorized by statute, the Articles of Incorporation, these Bylaws, and resolutions duly adopted by the Board.

Section 2. NUMBER OF DIRECTORS. The authorized number of Directors shall be not less than three (3) nor more than five (5) unless changed by a duly adopted amendment to these Bylaws.

Section 3. DESIGNATION AND TERM OF OFFICE OF DIRECTORS. Directors shall be designated by the Member(s) for terms of one (1) year, and may be designated for any number of consecutive terms. Each Director, including a Director designated to fill a vacancy, shall hold office until the expiration of the term for which designated and until a successor has been designated by the Member(s) or until his or her earlier death, resignation or removal. No Director shall simultaneously serve as a Director or Officer of this Corporation and as a Director or Officer of any Member.

Section 4. VACANCIES. The Member(s) if additional members are admitted, shall have the exclusive power to appoint or designate Directors of the Corporation.

Any Director may resign by giving written notice to the President. The resignation shall be effective upon receipt of the written notice by the President or upon such later date as may be stated in the notice.

Section 5. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No Director shall own any interest in any vendor or other business entity with which the Corporation engages in any business or contractual relationship of any kind.

Section 6. REMOVAL OF DIRECTOR. Any Director may be removed from office with or without cause by the Member(s).

Section 7. POWERS. Subject to the provisions of the California Nonprofit Corporation Law and these Bylaws, the business and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors. Without prejudice to this general grant of power, and subject to the provisions of the California Nonprofit Corporation Law and these Bylaws, the Directors shall have the power to:

(a) Select and remove all Officers, agents, and employees of the Corporation; prescribe any powers and duties for them that are consistent with law, with the Articles of Incorporation, and with these Bylaws; fix their compensation; and require from them security for faithful service;

(b) Approve indemnification of Directors, Officers, and agents;

(c) Change the principal executive office or the principal business office of the Corporation in the State of California from one location to another; cause the Corporation to be qualified to do business in any other state, territory, dependency, or country and conduct business within or without the State of California; and designate any place within or without the State of California for the holding of any meeting or meetings, including annual meetings;

(d) Adopt, make, and use a corporate seal and alter the form of the seal;

(e) Borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities;

(f) Delegate the management of the activities of the Corporation to a nonprofit or for profit management organization, or to any other qualified persons, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Directors and subject to the requirements set forth in Section 1 of Article XI below;

Section 8. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Regular meetings of the Board of Directors may be held at any place within or outside the State of California designated from time to time by resolution of the Board. In the absence of any such designation, regular meetings shall be held at the principal executive office of the Corporation. Special meetings of the Board shall be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or there is no notice, at the principal executive office of the Corporation. Any meeting, regular or special, may be held by telephone conference or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at the meeting.

Section 9. ANNUAL MEETING. The Board of Directors shall hold an annual meeting each year on a date and at a time designated by the President or Board of Directors. The date designated shall be within five (5) months after the end of the fiscal year of the Corporation and within fifteen (15) months of the last annual meeting. At each such meeting, any business to come before the Board may be conducted, including election of Officers. If the day of the scheduled meeting falls on a legal holiday, then the meeting shall be held at the same time and place on the next succeeding business day.

Section 10. OTHER REGULAR MEETINGS. Other regular meetings of the Board shall be held without call at such times and places as shall be fixed by the Board.

Section 11. SPECIAL MEETING. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President, any Vice President, the Chief Financial Officer, the Secretary, or any two (2) Directors. There shall be four (4) days' notice of special meetings given by first class mail or forty-eight (48) hours' notice delivered personally or by telephone facsimile or other electronic communication.

Section 12. NOTICE OF MEETINGS. All notices of meetings shall be sent or otherwise given in accordance with Section 13 below, not less than ten (10) nor more than sixty (60) days before the date of the meeting; however, for special meetings, four (4) days advance notice shall be given as provided in Section 11 above. The notice shall specify the place, date and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which the President or the Board of Directors, at the time of giving the notice, intends to present for action by the Board of Directors.

Section 13. MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE. Notice of any meeting requiring a notice shall be given either personally or by first-class mail or telegraphic or other written communication, charges prepaid, addressed to the Directors at the address of each Director appearing on the books of the Corporation or given by the Director to the Corporation for the purpose of notice. If no such address appears on the Corporation's books or is given, notice shall be deemed to have been given if sent to that Director by first-class mail or telegraphic or other written communication to the Corporation's principal executive office, or if published at least once in a newspaper of general circulation in the county where that office is located. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by telegram or other means of written communication.

If any notice addressed to a Director at the address of that Director appearing on the books of the Corporation is returned to the Corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Director at that address, all future notices or reports shall be deemed to have been duly given without further mailing if these shall be available to the Director on written demand of the Director at the principal executive office of the Corporation for a period of one (1) year from the date of the giving of the notice.

An affidavit of the mailing or other means of giving any notice of any Directors' meeting shall be executed by the Secretary of the Corporation giving the notice, and shall be filed and maintained in the minute book of the Corporation.

Section 14. WAIVER OF NOTICE OF MEETING. Notice of a meeting need not be given to a Director who signs a waiver of notice or a written consent to hold the meeting, or who signs an approval of the minutes of such meeting. Notice need not be given to a Director who attends the meeting without protest, prior thereto or at its commencement, of the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made part of the minutes of the meeting.

Section 15. QUORUM. A majority of the authorized number of Directors shall constitute a quorum for the transaction of business, except to adjourn, as provided in Section 17. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board

of Directors subject to the provisions of Section 5233 the California Corporations Code ("Code") (as to approval of contracts or transactions in which a Director has a direct or indirect material financial interest), Section 5212 of the Code (as to appointment of committees), and Section 5238 of the Code (as to indemnification of Directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 16. ACTION BY BOARD WITHOUT A MEETING. Any action required or permitted to be taken by the Board may be taken without a meeting, if all Directors of the Board shall individually or collectively consent to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 17. ADJOURNMENT. A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting.

Section 18. FEES AND COMPENSATION OF DIRECTORS. Directors shall receive a reasonable stipend for their services, and shall be reimbursed for all expenses reasonably incurred in connection with their service as Directors.

ARTICLE VI COMMITTEES

Section 1. COMMITTEES OF THE BOARD. The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors, designate one or more committees, each consisting of two (2) or more Directors, and such non-Directors as the Board shall determine, to serve at the pleasure of the Board. The Board may designate one or more Directors or non-Directors, as alternate members of any committee, who may replace any absent member at any meeting of the committee.

Section 2. AUDIT COMMITTEE. Except as otherwise provided in this Section, the Board of Directors shall appoint an Audit Committee to oversee the preparation of annual audited financial statements. The Audit Committee may include individuals who are not members of the Board of Directors, but the members of the Audit Committee shall not include any members of the staff, including the President or Chief Executive Officer and the Chief Financial Officer. In addition, the Audit Committee must be separate from the Finance Committee, if such a committee shall be appointed: members of the Finance

Committee may serve on the Audit Committee but the chairperson of the Audit Committee may not be a member of the Finance Committee and members of the Finance Committee shall constitute less than one-half (½) of the membership of the Audit Committee. Members of the Audit Committee shall not receive any compensation from the Corporation in excess of the compensation, if any, received by members of the Board of Directors for service on the Board and shall not have a material financial interest in any entity doing business with the Corporation.

Subject to the supervision of the Board of Directors, the Audit Committee shall have the following responsibilities:

- (a) Recommending to the Board of Directors the retention and termination of the independent auditor selected to prepare the Corporation's audited financial statements;
- (b) Negotiating the compensation of the independent auditor on behalf of the Board of Directors;
- (c) Conferring with the auditor to satisfy the Audit Committee members that the financial affairs of Corporation are in order;
- (d) Reviewing and determining whether to accept the audit prepared by the independent auditor; and
- (e) Approving the performance of any non-audit related services provided by the independent auditor.

Notwithstanding the foregoing, if the Corporation is not required to comply with California Government Code Section 12586(e), or any successor statute thereto, then the Corporation shall not be required to appoint an Audit Committee as set forth in this Section.

Section 3. AUTHORITY. Any committee consisting entirely of Directors shall, to the extent provided in the resolution of the Board, have all the authority of the Board, except:

- (a) The filling of vacancies in any committee;
- (b) The fixing of compensation of the Directors for serving on the Board or on any committee;
- (c) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (d) The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable;

(e) The appointment of any other committees of the Board of Directors or the members of these committees.

Notwithstanding the foregoing, if a committee has one (1) or more members who are not Directors, the committee shall not have the authority of the Board, but rather shall act only in an advisory capacity and present its findings and recommended course of action to the Board, for vote by the Board.

Section 4. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article IV of these Bylaws, with such changes in the context of those Bylaws as are necessary to substitute the committee and the committee members for the Board of Directors, except that the time of regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee; special meetings of committees may also be called by resolution of the Board of Directors; notice of special meetings of committees shall also be given to all alternate committee members, who shall have the right to attend all meetings of the committee; and any committee not consisting entirely of Directors shall not have the authority of the Board. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

ARTICLE VII OFFICERS

Section 1. OFFICERS. The Officers of the Corporation shall be a President, Vice President, Secretary and Chief Financial Officer. Any number of offices may be held by the same person except as otherwise provided in the Articles of Incorporation or in these Bylaws, and except that neither the Secretary nor the Chief Financial Officer may serve concurrently as President. No Officer of the Corporation may serve as a Director of a Member.

Section 2. ELECTION OF OFFICERS. The Officers of the Corporation, except such Officers as may be appointed in accordance with the provisions of Section 4 of this Article VII, shall be chosen by the Board of Directors, and each shall serve at the pleasure of the Board.

Section 3. REMOVAL AND RESIGNATION OF OFFICERS. Any Officer may be removed at any time with or without cause by the Board. An Officer may resign at any time by giving written notice to the Board. Any resignation shall take effect on the date of receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

Section 4. VACANCY IN THE OFFICE OF THE PRESIDENT. A vacancy in the office of the President because of death, resignation, removal, disqualification or any other cause shall be immediately filled in the following succession: Vice President; Secretary; Chief Financial Officer; or such other order as shall be fixed by resolution of the Board.

Section 5. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board of Directors, the President shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and the affairs of the Corporation. He or she shall preside at all meetings of the Board of Directors. He or she shall have the general powers and duties of management usually vested in the office of President of a Corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

Section 6. VICE PRESIDENT. In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for the Vice President by the Board of Directors or the Bylaws.

Section 7. SECRETARY. The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of Directors, with the time and place of holding such meeting, whether regular or special, and, if special, how authorized, the notice given, the names of those present.

The Secretary shall keep or shall cause to be kept, at the principal California office, copies of the Articles of Incorporation and Bylaws.

The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors required by the Bylaws or by law to be given, and shall keep the seal of the

Corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

Section 8. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books of account shall at all reasonable times be open to inspection by any Director.

The Chief Financial Officer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all of his or her transactions as Chief Financial Officer and of the financial condition of the Corporation, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

ARTICLE VIII

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

The Corporation shall, to the maximum extent permitted by the California Nonprofit Corporation Law, hold harmless and defend each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact any such person is or was an agent of the Corporation if such person was found by the Board to be acting in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation, and, in case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. For purposes of this Section, an "agent" of the Corporation includes any person or entity who is or was a Member, Director, Officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a Member, Director, Officer, employee, or agent of another Corporation, partnership, joint venture, trust, or other enterprise, or was a Director, Officer, employee, or

agent of a corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation.

ARTICLE IX

RECORDS AND REPORTS

Section 1. MAINTENANCE AND INSPECTION OF BYLAWS. The Corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state, the original or a copy of the Bylaws as amended to date.

Section 2. MAINTENANCE AND INSPECTION OF OTHER CORPORATE RECORDS. The accounting books and records and minutes of proceedings of the Board of Directors, and of the Member(s) to the extent such records pertain to the Corporation, shall be kept at such place or places designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the Corporation. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form. The Corporation's annual tax returns shall also be available for public inspection at the Corporation's principal office during regular business hours.

Section 3. MEMBERS' RIGHT TO INSPECT ACCOUNTING RECORDS AND MINUTES. On written demand on the Corporation, any Member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and the Member(s), at any reasonable time for a purpose reasonably related to the Member's interest as a Member. Any such inspection, copying and making of extracts may be made in person or by the Member's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 4. INSPECTION BY DIRECTORS. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation, and the records of any subsidiary of the Corporation. This inspection by a Director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 5. FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the Corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the Corporation as of the end of each such period, that has been prepared by the Corporation shall be kept on file in the principal executive office of the Corporation.

Section 6. ANNUAL REPORT. The Board shall cause an annual report to be sent to the Directors within 120 days after the end of the Corporation's fiscal year. The report shall contain the following information, in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The Corporation's revenue or receipts, both restricted and unrestricted to particular purposes;
- (d) The Corporation's expenses or disbursements for both general and restricted purposes; and
- (e) An independent accountants' report, or if none, the certificate of an authorized Officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

The requirement of an annual report shall not apply if the Corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors who request it in writing.

Section 7. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all Directors, or as a separate report if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, prepare and mail or deliver to each Director a statement of any transaction or indemnification of the following kind:

- (a) Any transaction (i) in which the Corporation (or its parent or subsidiary) was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an interested person is either:

(1) Any Director or Officer of the Corporation, its parent or subsidiary (but mere common directorship shall not be considered such an interest); or

(2) Any holder of more than ten percent (10%) of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest in the transaction, and, if practicable, the amount of that interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

(b) Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any Officer or Director of the Corporation under Article VII of these Bylaws, unless that indemnification has already been approved, pursuant to Section 5238 of the Code, by a majority of Directors who are not "interested persons."

ARTICLE X

GENERAL CORPORATE MATTERS

Section 1. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 2. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED.

The Board of Directors, except as otherwise provided in these Bylaws, may authorize any Officer or Officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board of Directors or within the agency power of an Officer, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number

includes the singular, and the term "person" includes both a Corporation and a natural person.

ARTICLE XI

CONFLICTS OF INTEREST; TRANSACTIONS WITH AND LOANS TO MEMBERS, DIRECTORS AND OFFICERS

Section 1. CONFLICTS OF INTEREST. No Director or Officer of this Corporation or any other corporation, firm, association or other entity in which one (1) or more of this Corporation's Directors or Officers have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction with this Corporation or any corporation in which this Corporation is a member or holds any ownership interest unless (a) the material facts regarding the Director or Officer's financial interests in such contract or transaction are fully disclosed in good faith and noted in the minutes, or are known to all Directors of the Board prior to the Board's consideration of such contract or transaction; (b) such contract or transaction is authorized in good faith by a majority of the uninterested Directors of the Board; (c) before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (d) the Corporation for its own benefit enters into the transaction, which is fair and reasonable to the Corporation at the time the transaction is entered into.

Section 2. LOANS TO MEMBERS, DIRECTORS AND OFFICERS. The Corporation shall not lend any money or property to or guarantee the obligation of any Director or Officer without the approval of the California Attorney General; provided, however, that the Corporation may advance money to a Member, Director or Officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Member, Director or Officer would be entitled to reimbursement for such expenses by the Corporation.

ARTICLE XII AMENDMENTS

New Bylaws may be adopted or these Bylaws may be amended or repealed only by the vote of seventy percent (70%) or more of the total voting interests (a "Super Majority") of the Members.

ARTICLE XIII WINDING UP AND DISSOLUTION

Section 1. PROCEDURE. This Corporation may be wound up and dissolved upon Super Majority votes of both the Board of Directors and the Members.

Section 2 . DISTRIBUTION OF ASSETS. The assets of the Corporation shall be distributed and allocated as provided herein. Any assets of the Corporation not distributed as provided above shall be distributed to such tax-exempt charitable organizations as may meet the general objectives and mission of the Corporation, or to a community foundation or other charitable organization which will carry out the Corporation's mission, in such manner as the Board of Directors deems reasonable and appropriate; provided, however, that all organization receiving such assets shall be an exempt organization referred to in Section 501(c)(3) and Section 509(a)(1), (2), (3) or (4) of the Internal Revenue Code. Such termination and dissolution shall be subject to and bound by all then applicable requirements of the Internal Revenue Code and California Nonprofit Law, and with such approval and consent as may be required by the Internal Revenue Service and California Attorney General.

[End of text]

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting Secretary of ALTA VISTA PUBLIC CHARTER, INC.; and

(2) That the foregoing Bylaws, comprising nineteen (19) pages, constitute the Bylaws of such corporation as duly adopted by the Board of Directors as of the 6th day of September, 2011.

IN WITNESS WHEREOF, I have hereto subscribed my name this 6th day of September, 2011.



Michelle VanKirk
Board Secretary

MISSION ACADEMY CONFLICT OF INTEREST CODE AND POLICY

ALTA VISTA PUBLIC CHARTER, INC.

CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code for **Alta Vista Public Charter, Inc.**

Members of the Governing Board and the Chief Executive Officer shall electronically file their Form 700 Statement of Economic Interests with the Fair Political Practices Commission. All other individuals holding designated positions shall file their Form 700 Statement of Economic Interests with **Alta Vista Public Charter, Inc.** All statements will be available for public inspection and reproduction (Government Code Section 81008).

* * * * *

The **ALTA VISTA PUBLIC CHARTER, INC.** Board of Directors hereby adopts this Conflict of Interest Code.

Date: Jul 24, 2024

Carol A Stanford
Carol A Stanford (Jul 24, 2024 16:18 PDT)
Carol Stanford, Board President

APPENDIX A

DESIGNATED POSITIONS

<u>Designated Position</u>	<u>Disclosure Category</u>
Governing Board Member	1, 2
Chief Executive Officer	1, 2
Chief Financial Officer	1, 2
Chief Operating Officer	1, 2
Superintendent	1, 2
Area Superintendent	1, 3
Director	3
Principal	3
Assistant Principal	3
Consultants/New Positions	*

*Consultants/New Positions are included in the list of designated positions and shall disclose pursuant to the broadest disclosure requirements in this code, subject to the following limitation:

The Chief Executive Officer or his or her designee may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chief Executive Officer or his or her designee's determination is a public record and shall be retained for public inspection in the same manner and location as the Form 700 Statement of Economic Interests. (Government Code Section 81008.)

APPENDIX B

DISCLOSURE CATEGORIES

Category 1:

Designated positions assigned to this category must report:

- a) Interests in real property that are located in whole or in part within a two-mile radius:
 - of any school district that has authorized a charter held by **Alta Vista Public Charter, Inc.**,
or
 - of any facility utilized by **Alta Vista Public Charter, Inc.**, or
 - of a proposed site for an **Alta Vista Public Charter, Inc.** facility.
- b) Investments and business positions in business entities, and income (including receipt of gifts, loans, and travel payments) from sources, that are engaged in the purchase or sale of real property or are engaged in building construction or design.

Category 2:

Designated positions assigned to this category must report:

- Investments and business positions in business entities, and income (including receipt of gifts, loans, and travel payments) from sources, that are engaged in the performance of work or services, or that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment, of the type utilized by **Alta Vista Public Charter, Inc.**

Category 3:

Designated positions assigned to this category must report:

- Investments and business positions in business entities, and income (including receipt of gifts, loans, and travel payments) from sources, that are engaged in the performance of work or services, or that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment, of the type utilized by the location(s) overseen by the designated position.

CONFLICT OF INTEREST POLICY MISSION ACADEMY

ARTICLE I PURPOSE

Section 1. **PURPOSE.** The purpose of the Conflict of Interest Policy ("Policy") is to protect Mission Academy's ("School") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the School or might result in a possible excess benefit transaction. This Policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to charter schools.

ARTICLE II DEFINITIONS

Section 1. **INTERESTED PERSON.** Any director, officer, or member of a committee with Board of Directors ("Board") delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

Section 2. **FINANCIAL INTEREST.** Financial interest for purposes of this Policy shall be defined by state conflict of interest laws.

ARTICLE III PROCEDURES

Section 1. **DUTY TO DISCLOSE.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with Board delegated powers considering the proposed transaction or arrangement.

Section 2. **DETERMINING WHETHER A CONFLICT OF INTEREST EXISTS.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. If necessary, legal counsel shall be sought. If entering into the contract would violate Government Code section 1090 or the Political Reform Act, the contract shall not be entered into. If exceptions to these laws allow a contract to be entered into, the procedures under Section 3 still must be complied with.

Section 3. **PROCEDURES FOR ADDRESSING THE CONFLICT OF INTEREST.** The procedures for addressing the conflict of interest are:

- a) Other than the disclosure of the nature of the financial interest and all material facts relating to the potential or actual conflict, an interested person shall not influence or attempt to influence the Board or administration or make a presentation at the Board

or committee meeting. They shall leave the meeting during any discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

- b) The Board President or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c) After exercising due diligence, the Board or committee shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

Section 4. VIOLATIONS OF THE POLICY. Violations of the Policy include:

- a) If the Board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**ARTICLE IV
RECORDS OF PROCEEDINGS**

Section 1. RECORDS OF PROCEEDINGS. The minutes of the Board and all committees with Board delegated powers shall contain:

- a) The names of persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
- b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V COMPENSATION

Section 1. COMPENSATION.

- a) In the event that the School ever permits employees to serve on the Board, a member of the Board who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation.
- b) A member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- c) No member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI ANNUAL STATEMENTS

Section 1. ANNUAL STATEMENTS. Each director, principal officer and member of a committee with Board delegated powers shall annually sign a statement which affirms such person:

- a) Has received a copy of the Policy;
- b) Has read and understands the Policy;
- c) Has agreed to comply with the Policy; and
- d) Understands the School is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII PERIODIC REVIEWS

Section 1. PERIODIC REVIEWS. To ensure the School operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

- b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the School's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE VIII USE OF OUTSIDE EXPERTS

Section 1. USE OF OUTSIDE EXPERTS. When conducting the periodic reviews as provided for in Article VII, the School may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

* * * * *

The Mission Academy Board of Directors hereby adopts this Conflict of Interest Policy, which shall apply to all Board members, officers, candidates for membership and office on the Board, and committee members with Board delegated powers.

Date:

3/6/2025

Carol Stanford
Board President

**ACKNOWLEDGEMENT OF THE TERMS OF THE
MISSION ACADEMY
CONFLICT OF INTEREST POLICY**

I _____, Board director, officer, or committee member with Board delegated powers of Mission Academy, have received a copy of the School's Conflict of Interest Policy. I have read and understand the Conflict of Interest Policy, and I agree to the terms and conditions that are set out in this Policy.

I understand the Corporation is charitable and in order to maintain its tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Date: _____

Director/Officer/Committee Member's Signature

**ALTA VISTA PUBLIC
CHARTER, INC.
ARTICLES OF
INCORPORATION**



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 14 2009

DEBRA BOWEN
Secretary of State

**ARTICLES OF INCORPORATION
OF
ALTA VISTA PUBLIC CHARTER, INC.
(A California Nonprofit Public Benefit Corporation)**

ENDORSED - FILED
in the Office of the Secretary of State
of the State of California

SEP 08 2009

I.

The name of the Corporation shall be Alta Vista Public Charter, Inc.

II.

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote the operation of one or more charter schools.

III.

The name and address in the State of California of this Corporation's initial agent for service of process is:

Bill J. Thompson
Attorney at Law
25375 Orchard Village Road, Suite 106
Valencia, CA 91355

IV.

This Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Service Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Service Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall

not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

Subject to the provisions of the nonprofit public benefit provisions of the Nonprofit Corporation Law of the State of California, and any limitations in the articles or bylaws relating to action to be approved by the members or by a majority of all members, if any, the activities and affairs of this Corporation shall be conducted and all the powers shall be exercised by or under the direction of the board of directors.

The number of directors shall be as provided for in the bylaws. The bylaws shall prescribe the qualifications, mode of election, and term of office of directors.

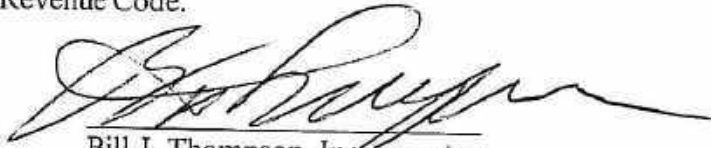
V.

The authorized number and qualifications of members of the corporation, if any, the different classes of membership, the property, voting and other rights and privileges of members, and their liability for dues and assessments and the method of collection thereof, shall be set forth in the bylaws.

VI.

The property of this corporation is irrevocably dedicated to educational and charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3), Internal Revenue Code.

Dated: September 2, 2009


Bill J. Thompson, Incorporator



**CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION OF
ALTA VISTA PUBLIC CHARTER, INC.**

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUL 26 2010

Dante R. Simi and Skip Hansen certify that:

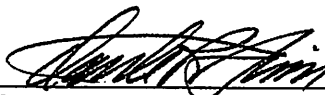
1. They are the Chief Executive Officer and Secretary, respectively, of ALTA VISTA PUBLIC CHARTER, INC., a California corporation.
2. The following amendment to the articles of incorporation of the corporation has been duly approved by the board of directors:

Article II of the Articles of Incorporation is hereby amended to read as follows:

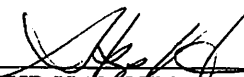
The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote one or more California public charter schools, and to conduct other educational activities to support public school students,

4. The Corporation has no members.

Each of the undersigned declares under penalty of perjury under the laws of the State of California that the statements in the foregoing certificate are true and correct of his or her own knowledge, and that this declaration was executed on 6/24/10, 2010 at Hesperia, California.



DANTE R. SIMI, Chief Executive Officer



SKIP HANSEN, Secretary



I hereby certify that the foregoing
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DEBRA BOWEN, Secretary of State



EXHIBIT T

Employee Handbook



2025-2026 Employee Handbook

WELCOME!

Welcome to the **Mission Academy** (hereinafter referred to as the “organization”). We believe that outstanding people are the key to our success. Through the efforts of our employees, we have established ourselves as a leading organization in our community. To ensure our continued success, we feel it is important that all employees understand our policies and procedures. This handbook is intended to help familiarize you with them, as you are required to comply with all applicable policies in this handbook. We encourage you to use this handbook as a valuable resource for understanding our organization.

If you have questions regarding your employment or anything contained in these policies, please speak with your supervisor or People Services - Human Resources Department.

Our best wishes to you and thank you for using this tool in getting to know our organization.

OUR MISSION

The organization sees the potential in every student to graduate and succeed. Our mission is to create a safe, nurturing environment where a passionate faculty works with students, one-on-one, to support their education and empower them to change their future.

Board Approved: _____

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SECTION ONE: INTRODUCTORY POLICIES

1.1 The Purpose of this Handbook

This Employee Handbook (hereinafter referred to as “Handbook”) is designed to acquaint employees with the organization and provide employees with information about working conditions, employee benefits, and the policies affecting employment. The employee must read, understand, and comply with all the provisions of this Handbook. (See **Appendix A** for the “Acknowledgement of Receipt of Handbook and Compliance with Handbook”.) It describes responsibilities as an employee and outlines the programs developed by the organization to benefit employees. The organization objectives are to provide a work environment that is conducive to both personal and professional growth.

These policies are not meant to explain every employment situation; however, they are binding on employees. The Board of Directors (“Board”) may change any policy, procedure, rule or benefit affecting its operations at any time with notice to employees. Employees are required to comply with the policies herein.

This Handbook is not intended to create any contractual guarantees of future employment for anyone employed by the organization. Employment at the organization is at-will and may be terminated at the will of either the organization or the employee at any time, with or without cause or advance notice. An employee’s status as an at-will employee may not be changed except in writing signed by the Chief Executive Officer of the organization. At-will employment is the sole and entire arrangement between the organization and its’ employees concerning the duration of employment and the circumstances under which employment may be terminated by either party.

This Handbook is developed according to the requirements of California and Federal employment laws. Employees living and working outside of California may be subject to employment laws applicable to that state.

If anything in this Handbook is not compliant with current or future applicable law, the policies herein will be deemed altered only to the degree necessary to bring the policies into compliance with then-current law.

The Board of Directors may change any policy, procedure, rule or benefit affecting its operations at any time.

1.2 Integration Clause/Right to Revise

This Handbook contains the employment policies and practices of the organization in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements, or memoranda are declared out of date and no longer applicable.

The organization reserves the right to revise, modify, amend, rescind, delete, or add to any and all policies, procedures, work rules, practices, and benefits stated in this Handbook or in any other document.

All approved changes to this Handbook will be distributed to all employees either in writing or electronic format so employees will be aware of the new policies or procedures. Unless received in the above manner, there are no changes to the provisions on this Handbook.

This Handbook sets forth the entire agreement between the employee and the organization as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this Handbook or in any other employee document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

1.3 At-Will Employment Status

All employees are employed on an at-will basis. Employment at-will states that employment may be terminated at any time, with or without cause or advance notice, and at any time by the employee or the organization. Nothing in this Handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the organization has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Chief Executive Officer has the authority to make any such agreement, which is binding only if it is in writing.

1.4 Mandatory Arbitration Policy and Agreement

The organization has a mandatory arbitration policy and agreement. Each employee is required to sign a copy of the mandatory arbitration policy and agreement upon hire as well as annually. **Appendix F** to this Handbook sets forth such agreement, which is intended to be a binding contract.

1.5 Workplace Equality

We are committed to promoting equality in our choices and practices and to ensuring equality of opportunity and outcomes for our employees. **We make** every effort to ensure that policies and processes are free of bias and that they support employees to balance work and life commitments.

All employees are afforded opportunities for training and support, professional conversations and reflections, job assignments and promotion. Opportunities abound for all employees to develop capacity in current positions and/or positions of added responsibility.

1.6 Workplace Diversity

The organization is committed to fostering a work environment of trust, fairness, and equality which allows everyone to contribute and share in success. We believe that virtues of goodness, truth, and humility are necessary elements in work that benefits all employees, stakeholders, and the communities we serve. We support the development of a work culture whereby individual differences and similarities are respected and embraced. This diversity helps to create a stronger, more unified, and more successful organization.

We encourage employees at all levels to make decisions that are in accord with principles of equal opportunity and in the spirit of partnership. Our culture is revolutionizing the way business gets done, the way we interact with each other, and the way we think and behave. Through a shared vision of equality, compassion, reciprocity and the common pursuit of care, employees are empowered to change the lives of our students.

1.7 Notice of Non-Discrimination

The organization is an equal opportunity employer and makes employment decisions on the basis of multiple factors that include merit, skill, and knowledge.

The organization is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in organization operations and prohibits unlawful discrimination by any employee of the organization, including supervisors and coworkers. We will make reasonable accommodation for religious practices, including religious attire and grooming.

The organization policy prohibits unlawful discrimination based on race (including traits associated with race, such as hair texture and protective hairstyles, including but not limited to braids, locs, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee

is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such); Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age; national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws. The organization also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. Employees may also file a complaint under the Department of Fair Housing Act and Equal Employment Opportunity. Additional information is available at [CRD | Civil Rights Department \(ca.gov\)](https://www.crd.ca.gov/) and www.eeoc.gov.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation, and benefits of existing employees.

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact People Services and request such an accommodation. The individual with the disability should specify what accommodation the employee needs to perform the job. The organization then will investigate to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform their job. The organization will identify possible accommodations, if any, that will help eliminate or accommodate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the organization will make the accommodation.

1.8 Harassment, Discrimination, and Retaliation Prevention

The organization is committed to providing a work and educational atmosphere that is free of unlawful discrimination, harassment, and retaliation. The organization is committed to providing equal employment opportunities to all employees and applicants for employment. Accordingly, the organization have adopted and maintain this anti-discrimination policy designed to encourage professional and respectful behavior and prevent discriminatory and harassing conduct in the workplace. The organization will implement appropriate corrective action(s), up to and including discipline, in response to misconduct – including violations of the organization's anti-discrimination policy – even if the violation does not rise to the level of unlawful conduct.

The organization's policy prohibits unlawful discrimination, harassment, and retaliation based upon: race (including traits associated with race, such as hair texture and protective hairstyles, including but not limited to braids, locs, and twists); color; gender (including gender identity, gender expression, and transgender

identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age; national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

This policy applies to employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above. In addition, this policy extends to conduct with a connection to an employee's work, even when the conduct takes place away from organization's premises, such as a business trip or business-related social function.

The organization does not condone and will not tolerate unlawful discrimination, harassment, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the organization does business).

Supervisors or managers who learn of any potential violation of this policy are required to immediately report the matter to People Services or its designee.

The organization will promptly investigate the facts and circumstances of any alleged violation, as appropriate. Even in the absence of a formal complaint, the organization may initiate an investigation where it has reason to believe that conduct that violates this policy has occurred. Moreover, even where a complainant conveys a request to withdraw their initial formal complaint, The organization may continue the investigation to ensure that the workplace is free from discrimination, harassment, and retaliation. Anonymous complaints will also be investigated. The method will depend on the details provided in the anonymous complaint. If the complaint is sufficiently detailed, the investigation may be able to proceed in the same manner as any other complaint. If the information is more general, the organization may need to do an environmental assessment or survey to try to determine if misconduct has occurred. All investigations will be fair, impartial, timely, and completed by qualified personnel.

When the organization receives allegations of unlawful discrimination, harassment, or retaliation, the Board, or its designee (if a complaint is about the organization's CEO or President) or People Services or its designee will conduct a fair, impartial, timely, thorough, and investigation will be completed by qualified personnel. The organization will provide all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, however, although complete confidentiality cannot be guaranteed when it interferes with the organization's ability to fulfill its obligation under this policy or any applicable laws. All employees are required to cooperate fully with any investigation. This includes, but not limited to, maintain an appropriate level of discretion regarding the investigation and disclosing all information that may be pertinent to the investigation. Upon completion of the investigation, if misconduct is substantiated, the organization will take appropriate corrective and preventive action, up to and including termination, where investigation findings demonstrate unlawful discrimination, harassment, or retaliation has occurred. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation.

Prohibited 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 because of sex, race, or any other protected basis;
- (3) Retaliation for reporting or threatening to report harassment; or
- (4) Disparate treatment based on any of the protected classes above.

Prohibited Sexual Harassment

The organization is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when:

- (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment;
- (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or
- (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Sexual harassment may include, but is not limited to:

- (1) Physical assaults of a sexual nature, such as:
 - o Rape, sexual battery, molestation or attempts to commit these assaults; and
 - o 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:
 - o Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience;
 - o Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting, or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct or;
 - o Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- (3) Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - o Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - o Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - o Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (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. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships

in the workplace may violate organization policy.

1.9 Americans with Disabilities Act (“ADA”)

The organization is committed to providing equal opportunity in employment to qualified individuals with disabilities in accordance with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, and Amendments Act of 2008, and all state fair employment statutes. It is the organization’s policies that all qualified individuals with disabilities are not discriminated against in regard to any employment practices, terms, conditions and/or privileges of employment. This includes but is not limited to recruiting, testing, hiring, assignments, evaluations, corrective actions, training, promotions, layoffs/recalls, terminations, compensation, leaves and benefits.

1.10 Interactive Process and Reasonable Accommodation

The organization will work to make reasonable accommodations for employees with identified disabilities. We invite all individuals with disabilities to participate in good faith in the interactive process when requesting a reasonable accommodation. An employee requesting reasonable accommodation will provide medical or other professional evidence of the condition for which accommodation is being requested. A remote work arrangement will not generally be considered as an approved accommodation request.

Any applicant or employee who requires an accommodation to perform the essential functions of the job should contact People Services and request such an accommodation. The individual with the disability should specify what accommodation is needed to perform the essential functions of their job. The organization then will investigate to identify the barriers that interfere with the employee or applicant's ability to perform their job or the job for which they have applied. The organization will identify possible accommodations, if any, that will help eliminate or accommodate the limitation when feasible. If the accommodation is reasonable and will not impose an undue hardship on the staff or the students we serve, the organization will make the accommodation. The law also requires reasonable accommodations for individuals with disabilities (absent undue hardship). Americans with Disabilities Act (ADA)/Fair Employment and Housing Act (FEHA) prohibits excluding individuals with disabilities from the workplace for health or safety reasons unless they pose a “direct threat” (i.e., to the health or safety of the individual or others that cannot be eliminated or reduced by reasonable accommodation.)

1.11 Sexual Harassment Training

All supervisors of employees will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. Supervisors shall also be trained on how to appropriately respond when they become aware that an employee is the target of harassment.

All employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests.

Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person’s work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other employees will receive sexual

harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular employees with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment must immediately report such harassment to their supervisor or to People Services. (See **Appendix H** for the “Harassment/Discrimination/Retaliation Complaint Form 1, Form 2”).

1.12 Child Abuse and Neglect Reporting

The organization will provide annual training on the mandated reporting requirements to employees who are mandated reporters using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. The mandated reporter training will also be provided to employees hired during the course of the year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both imprisonment and fine. Reports of suspected child abuse are also confidential. Mandated reporters have immunity from state criminal or civil liability for reporting as required.

California Penal Code section 11166 requires any child care custodian, including employees, 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 the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee’s employment.

By acknowledging receipt of this Handbook, employees acknowledge they are childcare custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

1.13 Electronic Signature

The organization is committed to encouraging a proficient and efficient workplace wherein each individual, whether applicant or employee, shall conduct their potential or actual employment by the use of electronic signatures. To that end, the organization has adopted an electronic signature policy to be read and acknowledged by each applicant and employee in compliance with California’s Uniform Electronic Transaction Act (“UETA,” Cal. Civ. Code §§ 1633.1-1633.17). (See **Appendix B** for the “Electronic Signature Policy Acknowledgement Form.”).

All employees shall comply with all provisions of the UETA when creating, generating, sending, communicating, receiving, storing, processing, using, and relying upon electronic records. Further, all employees and other persons who use electronic signatures when completing transactions with the Board shall do so in compliance with applicable law.

1.14 Copyright

Employees must comply with the provisions of applicable law governing copyright, trademarks and other intellectual property, and are not permitted to make unauthorized use, reproduction, distribution,

performance, or display of copyrighted materials owned by any third parties. Protected works may include, but are not limited to, literary works, musical works (including lyrics), dramatic works, sound recordings, photographs and graphical works.

If employees use a protected work in an inappropriate manner, this may constitute an infringement of copyright law, which carries both civil and criminal penalties. Unauthorized copying of protected materials exposes both the organization and individual employees to substantial liability. The absence of a copyright notice on a work does not mean the work is not subject to copyright protection.

Materials obtained from the Internet or other electronic sources may not be duplicated or disseminated over the Internet without the copyright owner's express written consent. Likewise, copyrighted material owned or provided by the organization may not be reproduced, distributed, shared, uploaded or otherwise disseminated without the express written consent of the organization.

Under the "fair use" doctrine, employees may, in appropriate circumstances, be permitted to use portions of copyrighted works without the owner's permission for educational purposes. While it may be lawful to use small portions of a particular copyrighted work for these purposes, using a significant portion may be a violation of copyright law.

For specific guidelines concerning the educational fair use of copyrighted material, see Copyright.gov at: <https://www.copyright.gov/circs/circ21.pdf>.

SECTION TWO: EMPLOYMENT POLICIES AND PRACTICES

2.1 Employment Application

All candidates for employment must fully complete, date and sign the standard organization Employment Application. The organization relies on the accuracy of the information reflected in the employment application and expects the employee and their references to provide accurate and true information during the hiring process and employment. Should the organization subsequently discover any information is misleading, false, or was intentionally omitted, the organization may reject an applicant from further consideration, or terminate employment based upon the misinformation.

2.2 Criminal Background Checks

The organization conducts background checks in compliance with applicable law. All individuals working or volunteering at the organization will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the organization's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the organization include but are not limited to conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during their employment with the organization, be arrested for, charged with, or convicted of any offense, the employee must immediately report such to People Services.

2.3 Tuberculosis Testing

All employees of the organization must submit written proof from a health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a health care provider must conduct an examination to determine whether the employee is free of infectious TB. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the organization.

Employees: All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years.

Volunteer and Interns: Volunteers and interns are required to undergo a TB examination, as necessary.

Service Providers: Any entity providing student services to the organization will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with organization students.

Food handlers, Substitute Teacher and Student Teachers serving under the supervision of an educator may be required to have annual TB exams.

Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the People Services - Human Resources department.

2.4 Immigration Compliance

The organization will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. Prior to employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States.

The organization shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law.

In compliance with the Immigrant Worker Protection Act, the organization shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the organization without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, the organization will give employees notice of the inspection both before and after it has occurred as required by law.

2.5 Employee Classifications

It is the intent of the organization to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will at any time is retained by both the employee and the organization. An employee will not change from a designated employment status to another status unless specifically informed of such a change in written or electronic form.

The following define the organization's employment categories:

Regular Full-Time

Regular full-time employees are those who are scheduled for and perform work at least thirty (30) hours or more per week, unless otherwise designated in the offer of employment. Full time employees are subject to all policies and procedure of the organization. For purposes of health benefits eligibility, full-time employment is always defined as working at least thirty (30) hours per week.

Regular Part-Time

An employee who, at the time of hire, is assigned to a regular schedule of less than thirty (30) hours per week. Regular part-time employees are subject to all policies and procedures as any other organization employee.

Temporary

Temporary employees are hired with the understanding that they are being employed temporarily, based on business needs, special projects, abnormal workloads or emergencies. Temporary employment remains on an at-will basis.

A temporary employee may work on a full-time or part-time hourly schedule. However, temporary employment may not exceed twelve (12) months. After completing the twelve (12) month period, the employee temporary employment will be ended. The employee may apply for an open position, and if the employee is selected and meets clearance requirements, the employee will be hired from temporary to regular part-time or full-time employment status. If the employee is hired to regular employment, without a break in employment, the employee will receive credit for their prior service date. In this case, the original hire date or latest rehire date will be used as the adjusted service date.

Temporary employment classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will at any time, with or without cause or advance notice is retained by both the employee and the organization.

Seasonal

An employee designated with seasonal employment status is hired for a limited period of time or an identified work project. Seasonal employment remains on an at-will basis. After the seasonal employment period, the employee will be released. The employee may apply for an open position, and if the employee is selected and meets clearance requirements, the employee will be hired from seasonal to regular part-time or full-time employment status. If the employee is hired to regular employment, the employee will receive credit for their

prior service date. In this case, the employee will be given the original hire date or latest rehire date as the adjusted service date

Inactive Status

Employees are considered inactive when they are no longer being paid by the organization and/or are on an organization approved personal leave for more than 6 months. During the time the employee is on inactive status, no vacation or sick time will be earned except as specifically noted in this Handbook.

2.6 Nonexempt and Exempt Employees

In addition to the classifications above, employees will also be classified as either “exempt” or “nonexempt” for purposes of computing overtime pay and certain other benefits. For questions concerning appropriate classification, contact supervisor or People Services.

Nonexempt

An employee, salaried or not, who is covered by the overtime provisions of applicable wage and hour laws. Nonexempt employees are entitled to an overtime premium in accordance with applicable law.

Exempt

A salaried employee whose work duties and amount of pay exempt them from applicable wage and hour laws.

2.7 Workweek

The workweek begins at 12:00 a.m. Sunday and ends at 11:59 p.m. on Saturday.

2.8 Work Schedule

Work schedules are based on department or facility functions and individual job responsibilities. Work schedules may vary from department to department and employee to employee. The employee’s immediate supervisor shall designate hours. All schedules are subject to change and require a supervisor’s approval.

2.9 Work Location

The employees are expected to perform their work at their designated primary work location. The primary work site is a mutually agreed upon location. A primary work location may change to support student services and operational needs. An employee will be provided as much advanced notice from their supervisor if a change to their primary work location is required to meet operational needs.

2.10 Meal and Rest Periods

The law requires that nonexempt employees working in excess of five (5) hours be provided a minimum thirty (30) minute meal break. The organization permits its employees to take a sixty (60) minute meal break each day. Accordingly, it is organization policy that a meal break must be taken each day by employees working five (5) or more hours per shift, unless six (6) hours completes the shift, and the nonexempt employee waives their meal break in writing. Meal periods must be taken before the end of the employees fifth hour of work (in other words, before the start of the employee’s sixth hour of work).

Time	Hours of Work
08:00 – 09:00 a.m.	1st hour
09:00 – 10:00 a.m.	2nd hour
10:00 – 11:00 a.m.	3rd hour
11:00 – 12:00 a.m.	4th hour
12:00 – 01:00 p.m.	5th hour (must take meal period before completion of the four hours and 59 minutes into employee’s shift)

If a nonexempt employee's workday exceeds ten (10) hours, then that employee is entitled to a second meal period of thirty (30) minutes. However, if the workday does not exceed twelve (12) hours, the second meal period may be waived if the employee and the organization voluntarily agree, so long as the first meal period was not waived. Nonexempt employees must punch out and punch in for their meal breaks. Meal punches in the organization's timekeeping system are real time (live).

Meal breaks must be taken at a location separate from the employee's desk or work area, and employees are not permitted to work during their meal break or rest breaks. Unless approved by immediate supervisor, a meal break may only be taken at the employee's regularly scheduled meal break time. A meal break may not be skipped in order to accommodate a late arrival or early departure from an employee's normal workday unless waived in writing and approved by the employee's immediate supervisor.

Rest breaks are provided at the rate of fifteen (15) consecutive minutes for each four (4) hour work period or major fraction thereof for nonexempt employees. No break is provided for employees working less than 3.5 hours. Those employees who work between 3.5 hours and six (6) hours are provided a fifteen (15) minute break. Those employees working between six (6) and (10) hours are provided two fifteen (15) minute breaks. The rest period should occur as near as possible to the middle of the work period. Upon request, reasonable accommodations, including privacy and increased break time, will be made to accommodate lactating employees.

It is the organization's policy that employees are required to take all meal and rest breaks as set forth above (unless waive a meal period as set forth above). If the employee missed a meal or rest period (other than a waived meal period), the employee must report to supervisor or People Services that the employee missed the meal or rest period and whether the employee missed the meal or rest period due to employer needs. If employees miss a meal or rest period and do not report it, it will be considered the employee voluntary choice to skip the required break. Employees are to immediately notify senior management in writing if they are not properly provided a meal or rest period.

2.11 Flexible Work Arrangement: Telework, Hybrid, Remote

Telework, hybrid, or remote work, is a flexible work arrangement that allows employees to perform their duties outside of the Organization's primary workplace. This policy outlines the conditions under which flexible work arrangements may be granted and the responsibilities of the employees.

Purpose

The Organization recognizes a potential flexible work option, provided that both the employee's role and individual circumstances are conducive to this mode of work. Flexible work arrangements can be adopted to enhance operational efficiency, ensure continuity during emergencies, or address specific situations, subject to approval by the Principal/Manager/Area Superintendent or designated authority.

While flexible work arrangements offer flexibility, it is a privilege and not a guaranteed right. It does not alter the fundamental terms and conditions of an employee's relationship with the Organization.

Employees under a flexible work arrangement must continue to adhere to the Organization's Employee Handbook and all other Organization policies irrespective of their work location.

The Organization reserves the right to grant, modify, or terminate flexible work arrangements at its sole discretion, based on operational needs and other relevant factors.

Flexible Work Arrangements

- o **Telework:** Telework refers to working from a location other than the official workplace for a designated portion of the workweek on a scheduled, variable, and periodic basis. The employee may still be required to report to one of the designated workplaces periodically, as outlined by their department or supervisor.
- o
- o **Hybrid:** Hybrid work is a blend of onsite and offsite work arrangements. Under this model, employees divide their work time between an organization-provided workspace (e.g., the office) and a remote location. The specific schedule (e.g., certain days onsite and certain days offsite) is determined by the role's requirements and Principal/Manager/Area Superintendent or designated authority.
- o **Remote:** Remote work is a fully offsite arrangement in which employees perform all their job duties from a designated, professional workspace outside the Organization's physical premises. This workspace must be secure, distraction-free, and conducive to productive work. Employees in remote roles are generally not required to report to a central office regularly, except for occasional in-person meetings, events, or training sessions as directed by their supervisor. Remote work requires maintaining a professional environment that supports professionalism, confidentiality and productivity.

Flexible Work Employee

An employee who has received approval by their Principal/Manager/Area Superintendent or designated authority to perform job duties under a flexible work arrangement.

2.12 Timekeeping Requirements

All exempt and nonexempt employees, whether salaried or not, are required to use the organization's timekeeping system to record time worked for payroll purposes. Time records must reflect an accurate accounting of time.

Nonexempt employees must record their own time at the start and at the end of each work period, including before and after the lunch break. All punches in the organization's timekeeping system are in real time (live).

Nonexempt, hourly employees are to report work that was performed outside their regularly scheduled work schedule or their recorded hours to their supervisor to be compensated for the unscheduled time.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running work-related errands after logging out.

Hourly employees also must record their time whenever they leave the worksite for any reason other than organization business. Any errors on time sheet must be reported immediately to supervisor and amended by using the punch change request process. Punching in or out for another employee, allowing another employee to punch in and punch out other than supervisor, or altering any time record is not permissible and is subject to appropriate corrective action, up to, and including termination.

Time records are required by law and are used for computing paychecks to ensure that employee is compensated correctly for the work performed.

Employees are required to record time off taken (vacation, holiday, sick days, jury duty, and bereavement, military leave, workers' compensation, etc.). Request for time off without available sick and vacation accruals

will be designated as unpaid. Please use the appropriate no pay selection in the time keeping system. If the employee require time off for a leave of absence, please contact the Leave of Absence at leaveofabsence@llac.org.

2.13. Blackout Dates

The organization strives to maintain optimal productivity and meet critical business needs, so the organization has established specific blackout dates during which time off will not be permitted. Blackout dates are designated periods during which employees are not allowed to take time off, except in cases of emergency or other exceptional circumstances approved by employee's supervisor.

The blackout dates are identified based on peak business periods, critical project deadlines, or other significant events that require full team availability and focus.

Any requests for time off during blackout dates must be submitted in writing and will only be considered under exceptional circumstances. Approval is at the sole discretion of the supervisor.

2.14 Overtime Work Hours

When organization operating requirements or other needs cannot be met during regular working hours, employees may be asked to work overtime. All overtime work performed by nonexempt employees must be pre-approved, in writing, by the employee's supervisor. Nonexempt employees working unapproved overtime will be subject to corrective action. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

2.15 Overtime Pay

Overtime compensation is paid to all nonexempt employees in accordance with applicable wage and hour requirements. Overtime pay is based on actual hours worked. Time off for sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Nonexempt employees will be paid one and one-half (1.5) their normal hourly rate of pay for approved overtime hours worked more than forty (40) hours per week, or eight (8) hours per day.

2.16 Double Time Work Hours and Pay

Nonexempt employees will be paid two (2) times their regular hourly rate of pay for all hours they are required to work more than twelve (12) in any one workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in any one workweek.

Double time work performed by Nonexempt Employees must be pre-approved, in writing, by the employee's supervisor.

2.17 Payment of Wages

The organization currently pays employees on the 10th (for hours worked from the 16th through the end of month) and 25th (for hours worked from the 1st through the 15th) of each month unless that payday falls on a holiday or weekend. In that case, employees will be paid on the last working day before the holiday or weekend. The organization retains the option to change payroll dates at any time, due to changes in payroll companies or for other unforeseen reasons.

2.18 Payroll Direct Deposit

Direct deposit is the most convenient method of ensuring that pay is immediately available on paydays. Pay is electronically deposited into a designated account(s) of your choice. Instead of a paycheck, employees receive a non-negotiable electronic statement listing specific information in accordance with applicable state law. Employees can enroll by completing the *Direct Deposit* screen in the payroll system.

2.19 Payroll Withholdings

Payroll and earnings deductions are detailed on statement of earnings or pay stub. Mandated deductions usually include, but are not limited to the following:

- Deductions Mandated by Federal and State Law
- Federal Income Tax
- State Income Tax
- Social Security, Medicare Contribution
- State Disability Insurance ("SDI")
- Garnishment & Wage Attachments
- Contributions to any organization-sponsored retirement savings plan

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire, and it is the employee's responsibility to report any changes in filing status to the Payroll Department and to fill out a new W-4 form.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form. The W-4 must be completed electronically via the Payroll System.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The organization may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. Employees who are separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The organization also reserves the right to exercise all other legal means to recover any additional amounts owed. The organization shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security and Medicare information, SDI information, federal and state income taxes withheld and total wages.

Any questions about paychecks should be directed to the Payroll Department at Payroll@llac.org. It is the employee's responsibility to ensure the accuracy of their paychecks (including deductions). Bring in writing, any discrepancies or errors in a paycheck to the attention of the Payroll Department immediately.

2.20 Wage Garnishments

When court-ordered deductions are to be taken from paycheck, the employee will be notified, and we will be required to comply with any court order instructing us to garnish wages.

2.21 Expense Reimbursement

Employees must complete a detailed record of all expenses for which they seek reimbursement and submit an itemized receipts along with the expense record for reimbursement. Under certain circumstances, the organization may need to modify its reimbursement policy and procedures. Employees will be notified of changes made to the Expense Reimbursement policy or procedures.

Reimbursement will be processed for items that are necessary and eligible expenses and are supported with complete and detailed documents. Requests with incomplete/unclear documents will be put on hold until complete information is received. Approved reimbursement will be paid out within a reasonable time following approval of the reimbursement request.

The organization maintains a meal reimbursement policy as follows:

Breakfast	\$22.00
Lunch	\$23.00
Dinner	\$36.00
Incidental	\$5.00

The daily per diem is fixed at \$86. Any meal expenses exceeding the limit will be subtracted from the allocated per diem for the day and will be reimbursed.

Alcohol is not reimbursed by the organization. For questions regarding eligible reimbursable expenses, please contact the Finance Department.

Mileage reimbursement for business travel is compensable at the applicable Internal Revenue Service standard mileage rate, which changes annually or from time to time.

2.22 Compensation Philosophy

The organization strives for fairness and equity in all policies and practices, including those that affect compensation. The organization administers a compensation and benefits program in a manner that is free of discrimination or retaliation and respects an employee's right to discuss their own pay. The organization complies with applicable laws concerning fair and equitable pay.

The organization compensation practices are based on many factors, including the organization's financial position, business objectives, and salary survey information. Positions are compensated in a manner that includes, but is not limited to, service time, merit, skill, effort, responsibility, knowledge, experience, training, and degree of authority. In addition, the organization update position pays tiers and ranges, administer market pay adjustments or other types of compensation as reviewed and authorized by executive management.

The organization offers a compensation package (annualized pay plus benefits) that reflects competitiveness in the marketplace and concern for employees' ability to balance work and personal lives. The organization adheres to Minimum Wage ordinances. All pay to employees shall be made after employees have worked the pay period the organization designates.

2.23 Job Descriptions

The job description will be explained during the initial interview process and throughout the course of employment. The job description is not designed to spell out all the duties and tasks associated with the position; all organization employees are expected to fulfill both essential and secondary job duties and requirements. Job descriptions are not set in stone and may change, in whole or in part, over time. Employees may be asked to perform work on special assignments in addition to normal duties. Employees are expected to discuss any significant changes in functions and responsibilities with their supervisor, who has the authority to request People Services to formalize changes in job descriptions. All changes in job descriptions must be approved by People Services. The organization reserves the right to change job responsibilities, transfer job positions, or assign additional job duties at any time.

2.24 Employee Development and Performance Management

The organization is committed to providing a supportive learning and development environment designed to encourage employees to pursue their professional goals and career objectives through training and advancement. The organization offers training and development opportunities to employees to increase their skills and enhance their contributions to the organization. Employees are encouraged to speak with their supervisor regarding requests for training and development.

The work performance of an employee is a vital key to the success of the organization. Performance evaluations or observations are conducted with employees. A supervisor may initiate a performance evaluation and/or observation with an employee during their employment. Written performance evaluations will be recorded in an employee's personnel record.

2.25 Corrective Action

The organization is **not** required to follow any specific "steps" or order of corrective action, consistent with the at-will nature of employment. Nevertheless, the following are examples of forms of corrective action that the organization may take at its discretion:

- Coaching
- Verbal warning/Email Recap
- Written warning/ Confirmation of Conversation
- Suspension without Pay
- Administrative Leave
- Additional training
- Performance Improvement Plan

Any corrective action taken in no way alters or impacts the at-will nature of employment with the organization.

2.26 Lactation Accommodation

The organization recognizes the importance of supporting employees who require lactation accommodations by providing a reasonable amount of break time to any employee who desires to express breast milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

The organization will make reasonable efforts to provide employees who need lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator or another cooling device suitable for storing milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

2.27 Access to Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to update People Services of changes that should be reflected in their personnel file. Such changes include but not limited to change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Timely notification of these changes is essential and will enable the organization to maintain accurate records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of an organization's representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the

file. The organization will limit access of personnel files to only authorized individuals within the organization. To inspect or obtain copies of employment records, submit a written request to People Services. Request forms are available upon request from People Services. The organization will comply with requests as required by law. Only People Services or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the organization will cooperate with requests from authorized law enforcement, or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

2.28 Employment of Relatives

The organization maintains an anti-nepotism policy. No employee shall be directly supervised or evaluated by a family member. No employee shall occupy a position with a close line of authority in which employees can initiate or participate in decisions involving a direct benefit to the family member. If applicable, any and all anti-nepotism provisions specified in a policy passed by the Board of Directors is hereby incorporated into this Handbook. This policy applies to all current employees and candidates for employment.

2.29 Employment Verifications and Reference Requests

It is the organization's policy to generally not give employee references to inquirers, whether by telephone or in writing. All calls, contacts, and written inquiries concerning current or former employees are to be handled by People Services only. Disclosure of employee information to outside sources will be limited.

People Services will verify employment and cooperate with requests from authorized law enforcement, or local, state, or federal agencies conducting official investigations, and as otherwise legally required.

2.30 Open-Door Policy

The organization is committed to maintaining a positive, pleasant environment, and an open-door policy. All employees are encouraged to provide input and suggestions concerning the overall operations and programs of the organization, via appropriate communication channels. All input from employees will be considered and should be presented without fear of retaliation.

2.31 Outside Employment

There are times when employees have the opportunity or the need to simultaneously hold another job position with separate employers at one time. It is important that another job position does not interfere in any way with an employee's primary job position with the organization.

The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the organization;
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with the organization;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with the organization;
- Additional employment that requires the employee to conduct work or related activities on the organization's property during the employer's working hours or using the organization's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of the organization.

Employees who wish to engage in outside employment that may create a real or apparent conflict of interest must submit a written request to the organization explaining the details of the outside employment. If the outside employment is authorized, the organization assumes no responsibility for it. The organization shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of outside employment. Authorization to engage in outside employment can be revoked at any time.

2.32 Conflicts of Interest

A conflict of interest arises when an organization's employee is in a situation where their personal relationship, activity or interests could impair ability to make objective and fair decisions when performing professional responsibilities. The organization's employees are prohibited from engaging in any activity, practice or act which conflicts with the interests of the organization or its students. If applicable, any and all conflicts of interest provisions specified in a policy passed by the Board of Directors or other agreement entered into with the organization's public charter authoring authority are hereby incorporated into this Handbook.

It is difficult, if not impossible, to describe all of the situations that may arise involving conflicts of interest. If the employee has a question concerning a possible conflict of interest, consult supervisor or People Services.

2.33 Notice of Resignation

If an employee finds it necessary to resign, the organization requests advance notice in writing to employee's supervisor specifying the last day of work. This date will be considered the effective date of resignation. All employees are asked, as a courtesy, to give at least two (2) weeks' notice of the effective date of a resignation.

2.34 Voluntary Separation of Employment

Voluntary separation results when an employee voluntarily resigns their employment with the organization. All organization-provided property must be returned immediately upon resignation or separation of employment.

Absence for more than three (3) consecutive days without notifying the employee's supervisor may be considered a voluntary resignation from employment depending on extenuating circumstances.

2.35 Involuntary Separation of Employment

Involuntary separation results when the organization terminates employee's employment for any reason. The organization has established rules and procedures applicable to all such separations. Privacy and care are extended to individuals whose actions results in a separation.

2.36 Reduction in Force

Under certain circumstances, the organization may need to restructure, reduce working hours, or reduce its workforce. If it becomes necessary to restructure operations, reduce or modify working hours, or reduce the number of employees, the organization will attempt to provide advance notice, if possible, so as to minimize the impact on those affected. Also, if possible, employees subject to a reduction in force will be informed of the nature of the reduction and the foreseeable duration of the reduction, whether short-term or indefinite.

2.37 Final Pay

The time requirement for a final paycheck depends upon whether the employee terminated employment without notice, quit with at least 72-hours' notice or was terminated or laid off. All employees' final paychecks will be issued in compliance with applicable law in any one of the foregoing scenarios.

Upon separation from the organization, employee is entitled to final pay. This includes pay for any work performed within the most recent pay period, any accrued vested time off benefits (e.g., vacation), and any overtime pay due. Unused sick leave is not owed/paid out upon separation from employment. Any outstanding business expenses will be processed in normal business course and paid at the organization's regularly scheduled processing dates for these types of reimbursements. Information concerning outstanding business expenses should be submitted in a timely manner so that these payment deadlines may be relied upon. Please note that if the employee terminates employment and the organization has paid insurance benefits, applicable deductions, previously authorized by employee will be deducted in accordance with the law from the final paycheck.

Employees separated from employment will be paid as follows:

- **Voluntary Resignation with at least 72-hours' notice:** due and payable on last day of work.
- **Voluntary Resignation with less than 72-hours' notice:** due and payable no later than 72-hours after notice is given.
- **Involuntary Termination:** all wages due and payable on the last day of work.

2.38 Re-Employment

If an employee leaves the organization and are rehired within six (6) months, they will receive credit for their prior service date. In this case, the original hire date or latest rehire date will be used as the adjusted service date. To be re-employed by the organization, candidate must meet employment eligibility requirements.

SECTION THREE: STANDARDS OF CONDUCT

3.1 Workplace Conduct

The organization promotes a cooperative and productive work environment. Employees are always expected to behave in a professional manner. In relationships with each other, strive to be open and respectful in sharing ideas and thoughts, and in receiving input. The organization encourage employees to have passion for their work and care for students, their parents/guardians, and stakeholders.

Certain conduct, on or off-duty, may subject an employee to appropriate corrective action regardless of whether such conduct is specifically addressed in this Handbook. The following conduct is expressly prohibited, whether on or off-duty will not be tolerated by the organization. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee or student welfare, and organization operations or other incidents, may also be prohibited.

Examples Of Unacceptable Behaviors:

- Falsifying employment records, employment information, or other organization records;
- Recording the work time of another employee or allowing any other employee to record work time, or falsifying any time sheet, either own or another employee's;
- Theft or deliberate damage or destruction of any organization property, or the property of any employee or stakeholder;
- Removing or borrowing organization property without prior authorization;
- Unauthorized use of organization equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on organization property;
- Participating in horseplay or practical jokes on organization time or on organization premises;
- Carrying firearms or any other dangerous weapons on organization premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating, or participating in a disruption of any kind during working hours on organization property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor, member of management, or any other organization stakeholder, including students and parents;
- Using threatening or abusive language at any time on organization premises;
- Failing to notify a supervisor when unable to report to work;
- Unreported absence of three (3) consecutive scheduled workdays;
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules, including rest and lunch periods;
- Failing to provide a medical provider's certificate when required to do so;
- Failing to cooperate in an investigation;
- Refusing to participate in or obstructing investigations;
- Non-compliance with Teleworking and remote work Policy requirements;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency;
- Using organization's computer to access the Internet for personal use during working hours, beyond reasonable incidental or brief usage;
- Working overtime without authorization or refusing to work assigned overtime;
- Violating any safety, health, security or organization policy, rule, or procedure at the worksite;
- Conduct that has gained sufficient notoriety so as to impair the employee's on-campus relationships;
- Committing a fraudulent act or a breach of trust under any circumstances;

- Unprofessional, immoral or indecent conduct;
- Committing, or involvement in, any act of harassment, discrimination or retaliation against another individual;
- Deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job duties or responsibilities;
- Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter in violation of organization policy;
- Posting any notices on organization premises without prior written approval of management, unless posting is on an organization bulletin board designated for employee postings;
- Violating the drug and alcohol policy;
- Gambling on premises;
- Engaging in sabotage or espionage (industrial or otherwise);
- Failing to report a job-related accident to the employee's manager.
- Releasing confidential information without authorization;
- Refusal to speak to supervisors or other employees;
- Dishonesty;
- Misuse of organization funds for personal expenses or for unauthorized purposes;
- Failing to possess or maintain the credential/certificated required of the position; and
- Any other conduct detrimental to other employees or the organization's interests or its efficient operations.

3.2 Professional Boundaries: Employees & Student Interaction Policy

The organization 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, employees or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of organization employees:

- A. Examples of permitted actions (NOT corporal punishment)
 - 1. Stopping a student from fighting with another student;
 - 2. Preventing a student from committing an act of vandalism;
 - 3. Defending self from physical injury or assault by a student;
 - 4. Forcing a student 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; and
 - 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; or
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Employees Behavior

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

Although this policy gives specific, clear direction, it is each employees obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or organization leaders. One viable standard that can be quickly applied, when unsure if certain conduct is acceptable, is to ask, "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 employee while interacting with a student. Trespassing the boundaries of a student/employee relationship is deemed an abuse of power and a betrayal of public trust.

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

Employees 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's and employee's interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another employee may have crossed the boundaries specified in this policy, employee must immediately report the matter to an organization 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.

The following are examples of specific unacceptable behaviors but is not an exhaustive list.

Unacceptable Employee and Student Behaviors:

- Giving gifts to an individual student that are of a personal and intimate nature;
- Kissing of any kind;
- Any type of unwelcomed and unnecessary physical contact with a student in a private situation;
- Making or participating in sexually inappropriate comments, listening to or telling stories that are sexually oriented, or participating in sexual jokes, stories of a sexual nature, or inappropriate sexual comments;
- Discussing inappropriate personal troubles or intimate issues with a student;
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior;

- Intentionally being alone with a student away from the organization or in a room with a student with the door and blinds of an interior window closed;
- Inappropriate remarks about the physical attributes or development of anyone;
- Allowing students in employee's home without parent and supervisor permission; or
- Communication with students through use of technology or social media, where the content of such communication is not about the organization or organization activities.

These above statements of prohibited conduct do not alter the organization's policy of at-will employment. Either employee or the organization remains free to terminate the employment relationship at any time, with or without reason or advance notice.

Acceptable and Recommended Employees/Student Behaviors:

- Getting organization and parental written consent for any after-hours organization activity;
- Obtaining formal approval to take students off organization property for organization-related activities;
- Keeping all communication with students through the use of technology and social media professional and related to organization activities or classes and conducted on organization technology systems;
- Stopping and correcting students if they cross own personal boundaries;
- Keeping after-class discussions with a student professional and brief;
- Asking for advice from fellow employees or administrators if employee find self in a difficult situation related to boundaries;
- Involving the organization's principal or supervisor if an inappropriate situation, including conflict, arises with a student;
- Informing principal or supervisor about situations that have the potential to become more severe;
- Making detailed notes about an incident that could evolve into a more serious situation later;
- Recognizing and acting in accordance with the responsibility to stop unacceptable behavior of students or coworkers;
- Asking another employee to be present when must be alone with a student;
- Giving students praise and recognition without touching them;
- Emails, text, phone and instant messages to students must be very professional and pertaining to organization activities or classes (Communication should be limited to organization technology;
- Keeping parents informed when a significant issue develops about a student; and
- These behaviors should only be exercised when an employee has parent and supervisor permission: (1) Giving students a ride to/from the organization or organization activities. (2) Being alone in a room with a student at organization with the door closed.

3.3 Use of Social-Media

The organization understands that social media can be a fun and rewarding way to share life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with its certain responsibilities.

Any use of social media by an employee to interact or participate with students or for any other purpose must be limited to organization business and conducted on organization technology systems. Any interaction not limited to organization business is inappropriate and in violation of the organization's policy.

The organization provides the following guidelines for appropriate use of social media to assist employees in making responsible decisions about use of social media.

Guidelines

"Social media" includes all means of communicating or posting information or content of any sort on the Internet, including to own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the organization, as well as any other form of electronic communication.

The same principles and guidelines found in the organization's policies apply to activities online. Ultimately, the employee is solely responsible for posting online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that conduct that adversely affects job performance, the performance of fellow employees or otherwise adversely affects stakeholders, people or businesses working with the organization, or people who work on behalf of the organization or its legitimate business interests may result in the employee receiving corrective action up to and including termination.

Carefully read these social media guidelines and the organization's other policies contained in this Handbook, and ensure postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate conduct will not be tolerated and may subject to corrective action.

Be respectful

Always be fair and courteous to fellow employees, stakeholders, and people or organizations working with or on behalf of the organization. Also, keep in mind that employees are more likely to resolve work-related complaints by speaking directly with co-workers, management, People Services, or by utilizing the organization's Open-Door policy. If employee decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage stakeholders, employees or people or organizations that work with the organization, or that might constitute harassment, abusive conduct, or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or organization policy.

Be honest and accurate

The organization encourages employees to always be honest and accurate when posting information or news and correct any inaccurate information. Remember that the internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that know to be false about the organization, fellow employees, stakeholders, people or organizations working with or on behalf of the organization, or competitors.

Handling Organization information and confidentiality

Maintain the confidentiality of organization business and trade secrets and confidential proprietary information such as confidential employee and/or student information, as well as information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal organization-related confidential communications.

Express only the employee's personal opinions. Never represent self as a spokesperson for the organization. If the organization is a subject of the content the employee is creating, be clear and open about the fact that the employee views do not represent those of the organization, fellow employees, stakeholders, and the

organizations working with or on behalf of the organization. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the organization."

Nothing in this Handbook prohibits an employee from exercising their legal rights from discussing their wages, benefits, or other terms of employment as permitted by law.

Do not use Personal Social-Media while on work time

Refrain from using social media while on work time or on equipment provided by the organization, unless it is work-related as specifically authorized by supervisor and consistent with organization policy on using organization technology and property. Do not use organization email addresses to register on social networks, blogs or other online tools utilized for personal use.

3.4 Employee and Job Applicant Rights

The organization will not request or require employees or job applicants to disclose their personal social media usernames or passwords, nor will it request or require employees to access their personal social media sites in the organization's presence. The organization will not request or require employees to divulge any personal social media, unless the organization reasonably believes the media is relevant to an investigation or proceeding related to employee misconduct, violation of law or violation of regulation provided the organization uses the divulged social media only for this purpose. The organization is not restricted from requesting or requiring the disclosure of usernames, passwords or other access methods for organization equipment or technology.

Refer to the organization's Electronic Communications and Internet Usage Policies. Each of the Social-Media, Electronic Communications and Internet Usage policies must be followed.

3.5 Electronic Communications

All employees, have a responsibility to maintain only appropriate communications with students and other individuals at all times. With the advances in communication technology, the organization recognizes that more opportunities exist for school and non-school related communications between employees and students. As the opportunities increase for such communications, employees and students have an increased responsibility to ensure that all forms of communication are appropriate and comply within applicable law and requirements to protect against inappropriate and unsolicited electronic and text messages.

Employees should be respectful and courteous to students and other individuals. Each employee should consider the appropriateness of any content before sending the message to another. The employee will be solely responsible for what they send. Inappropriate content that may include discriminatory remarks, harassment, threats of violence, lewd, sexually explicit or similar inappropriate or conduct will not be tolerated and may subject the sender to corrective action.

Parents/guardians of all students (or students 18+) are requested in the school enrollment package to complete and submit a form as to whether the school's employees may or may not send and receive text message to the cell phone of students and communicate by other forms of electronic communications. Before sending/receiving any electronic communications to/from specific students, employees must check as to whether such student's parent/guardian (or student 18+) has given suitable consent to the types of electronic communications intended to be sent/received.

3.6 Complaint Procedures

As a matter of general policy, supervisors at all levels will provide an open door for discussion and a receptive ear and will review all employee suggestions or complaints concerning work practices and procedures.

If an employee wishes to make an informal complaint about something other than illegal activity it should be done immediately after the incident has occurred or the issue has arisen. We encourage complaints or concerns to be raised immediately following the incident to allow for timely resolution.

Open communication between employees and supervisors is the first step in our complaint process. If an issue is not resolved in a timely manner or if you disagree with your supervisor's resolution, you may escalate the matter directly to their Leadership or the People Services - Employee Relations.

At this point, the complaint must be written down, with the nature of the complaint clearly outlined. (See **Appendix H** for the "Internal Complaint Form 2".) The manager will investigate the complaint and notify the employee, in writing, of a decision within a reasonable amount of time. If the complainant employee disagrees with the manager's decision, the complainant employee may direct complaints to People Services-Employee Relations.

As a last resort, an employee may take a complaint to the Principal or Area Superintendent. That officer's decision constitutes the organization's final word on the matter. Complaints regarding the Principal or Area Superintendent should be submitted to the organization's Chief Executive Officer, or the organization's Corporate General Counsel which shall comply with the procedures outlined above. The CEO or the General Counsel of the school's decision regarding the complaints is also final.

Complaints will not be disclosed to anyone except those persons involved in resolving the matter. While confidentiality cannot be guaranteed by the organization, employees shall be free from retaliation of any kind for making good faith complaints.

3.7 Whistleblower Policy

The organization is committed to integrity and ethical behavior. The organization encourages employees and affiliated non-employees (such as a board member) of the organization who reasonably believe that they are aware of any actual or suspected violation of a federal, state, or local law, rule or regulation (each, a "violation"), to report any such violation, without any fear of retaliation, discrimination, or harassment with respect to their employment or affiliation. This policy does not replace or supersede the organization's harassment, discrimination and retaliation policy, other complaint procedures and any relevant local, state and/or federal laws governing whistleblowing applicable to the organization. Such policies, procedures and laws are important components of the organization's commitment to providing a professional work environment.

The organization strictly prohibits any retaliation, discrimination, or harassment against any Person who reports what the employee reasonably believes to be violations of a federal or state law, or of a local rule or regulation. This includes non-retaliation against an employee because a family member of the employee has engaged in or is perceived to have engaged in a protected whistle-blowing activity. The organization will not retaliate against any Person who participates in an investigation of such complaints. The organization also strictly prohibits any retaliation or harmful action against any Person on the basis that the Person provided truthful information to law enforcement authorities relating to the violation (or possible violation) of any federal or state law. This policy presumes that the Person reporting a violation will act in good faith, without malice to the organization, will not make false accusations, and has reasonable grounds for believing such violation has occurred. Any report made maliciously or which the Person has good reason to believe is false will be viewed as a serious corrective offense.

The organization will not retaliate, discriminate, harass or cause adverse employment consequences against a Person who discloses, or may disclose (or who the organization believes disclosed or may disclose) information regarding alleged violations to (i) a law enforcement or government agency, (ii) an employee

with authority, or (iii) an employee who has authority to investigate, discover or correct the violation. Any employee within the organization who retaliates against an employee who in good faith has reported a claim or has cooperated or participated in the investigation of a violation is subject to discipline, including termination of employment with the organization. If an employee believes that they (or someone else) is suffering from harassment, retaliation or other adverse employment/affiliation consequences as a result of reporting a violation or having cooperated in the investigation of a violation, such individual should contact such officer of the organization as designated below.

An employee who becomes aware of any act or behavior described above is encouraged to report such incidents immediately to the School Principal or Area Superintendent ("AS") or Chief Executive Officer if the complaint is regarding the school principal or Area Superintendent, or the attorney of the school if the complaint is about the CEO. Reports may be provided in writing or in person. Reports should be as complete as possible, including the details of the incident(s), names of the individual(s) allegedly involved, date(s), and the name(s) of any witness(es).

An employee may send the report or complaint by letter (which may be anonymous, at employee's discretion) to the Principal or Area Superintendent or Chief Executive Officer if the complaint is regarding the Principal or Area Superintendent, or the attorney of the school if the complaint is about the CEO of the organization, in a sealed envelope marked "Confidential" at the following address:

**177 Holston Drive
Lancaster, California 93535**

If the subject of the report involves the Principal or CEO of the organization, employee should report their concern directly to the Corporate General Counsel at the Corporate Administration Office in the address above.

The organization will promptly investigate the complaint and will protect the privacy and confidentiality of all parties involved, to the maximum extent possible, consistent with the organization's obligations to conduct a thorough investigation, to comply with all applicable laws, and/or to cooperate with law enforcement authorities. The organization will explore anonymous allegations to the extent possible. However, will evaluate the prudence of continuing such investigations against the likelihood of confirming the alleged facts or circumstances from attributable sources. If necessary, legal counsel and/or an independent auditing firm will be involved in any investigation. Corrective action will be taken at the conclusion of the investigation, as applicable.

The organization's employees should be aware that certain violations of the organization's policies and practices could subject the organization and/or the individual(s) involved to civil and/or criminal penalties. Before issues or behavior rise to that level, employees are encouraged to report to the designated officer of the organization any violation of federal or state law, or local rule or regulation, or any retaliation related to such reports.

3.8 Violence-Free Workplace

The organization is committed to providing a safe workplace, and in this regard will not tolerate abusive or violent behavior that includes, but is not limited to, making threatening remarks, physical intimidation, or assault. Carrying firearms or any other dangerous weapon on organization premises or at organization sponsored events is prohibited. For purposes of this section the term dangerous weapon includes—but is not necessarily limited to—a firearm, dagger, dirk, stiletto, knife with a blade over 3 inches in length, pocketknife opened by a mechanical device, iron bar, or brass knuckles.

Employees involved in physical altercations of any kind will be subject to immediate corrective action.

3.9 Reporting Violent Behavior

Employees who believe they are being threatened, intimidated, verbally abused, or have been physically assaulted, must notify their supervisor immediately. If the behavior involves a supervisor, employees must immediately notify People Services-Employee Relations. The organization will not tolerate any form of retaliation against any employee who makes a good faith report under this policy.

In addition, employees who witness such behavior or are informed of a co-worker's intention to harm another employee or student must immediately notify a supervisor or law enforcement authorities and People Services.

3.10 Drug and Alcohol-Free Workplace

The organization is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the organization. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the organization to the risks of property loss or damage, or injury to other persons.

An employee who is using or under the influence of any type of substance, including but not limited to, alcohol, illegal drugs, or prescription/over the counter drugs that impairs the employee's ability to perform the job effectively and safely, or affect the safety of well-being of others, must notify a supervisor of such use immediately before starting or resuming work. Employees who have prescription drug dependencies are to maintain the same job performance standards as other employees.

The organization prohibits the use, abuse, sale, transfer, manufacture, or possession of illegal or controlled drugs, alcohol, the abuse of prescribed drugs, being under the influence of illegal, controlled drugs, alcohol or , or abused prescription drugs whenever the employee is:

- on organization premises;
- conducting or performing organization business, regardless of location;
- operating, or responsible for the operation, custody, or care of organization equipment or other property; driving an organization-provided vehicle or own vehicle on organization business while under the influence of any substance that alters or impairs judgment; or
- responsible for the safety of others in connection with, or while performing, organization-related business.

The organization reserves the right to conduct searches of organization property or employees and/or their personal property, and to require employees who are reasonably suspected of being under the influence of illegal or controlled substances, drugs, alcohol, ~~or~~, to undergo a drug and/or alcohol test. The procedure results of the test(s) may be used as a basis for corrective action. Failure to cooperate in any such search, screening, or test will be ground for immediate termination of employment.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while on organization property will result in termination.

The organization will reasonably accommodate employees who wish to enter a treatment program for substance use consistent with applicable law. However, the organization retains the right to execute

corrective action up to and including the right to terminate employment of an employee whose drug or alcohol use interferes with job duties or workplace safety.

Because even a minimal consumption of alcohol ~~or~~ or drugs can negatively influence an individual's performance, the organization strictly prohibits any consumption of alcohol ~~or~~ or drugs in situations where the employee may be entering the workplace.

Employees are encouraged to use benefits, services and resources available through the Employee Assistance Program.

3.11 Reporting Substance Abuse

Any employee who believes that a co-worker is in violation of the Drug and Alcohol-Free Workplace policy must immediately notify a supervisor. When an employee believes that a supervisor is in violation of the Drug and Alcohol-Free Workplace policy, the employee must notify People Services.

Absent evidence of workplace intoxication, if an employee voluntarily enters rehabilitation for drug or alcohol abuse, a leave of absence will be granted.

3.12 Reasonable Suspicion

The organization reserves the right to conduct drug-screening tests when in its sole discretion there is reason to believe that substance abuse, including but not limited, to alcohol, drugs, and is affecting the safety, productivity, and/or work-related performance of any employee. An employee who is suspected of illegal or controlled drugs and/or alcohol abuse (including the abuse of prescription drugs) will be interviewed by a supervisor/manager who shall look for physical and/or behavioral changes in the employee. Should the supervisor observe a significant change has occurred without any reasonable explanation and a reasonable suspicion is determined, the employee shall be required to undergo a drug and/or alcohol screening test. The employee shall be placed on paid administrative leave pending the outcome of the test. Should the test results indicate no abuse of illegal, controlled drugs, alcohol, (including prescription drugs), the employee shall be reimbursed for the workdays missed during the suspension. Refusal to participate in the testing procedures will be grounds for immediate termination of employment. An employee may be disciplined, up to and including termination if the test is positive.

3.13 Alcohol at organization-Sponsored Events on Organization Premises

Employees who choose to consume alcohol at organization-sponsored events or community fundraisers held on the organization's premises are responsible for their own behavior and must always remain professional. The organization requires employees to comply with legal requirements as to alcohol consumption and driving. The organization strongly suggests that employees have a "Designated Driver" available should the need arise. Additionally, students will not be present for community fundraisers held on organization premises where alcohol will be available.

the organization will not be purchasing alcohol for its employees available at organization-sponsored social events that are held off premises. At such events, employees may choose to purchase alcohol.

The payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, athletic, or community fundraising activity that is not part of the employee's work-related duties may not be allowable under California law.

3.14 Attendance and Absences

The organization expects the employees to be punctual and regular in attendance. An employee is considered absent anytime they do not report to work for their regular work shift that is not due to a scheduled time

off. Employees must notify their supervisor/designee no later than one (1) hour before their expected start time if they are to be absent. However, in emergency situations, this may not be possible or practical, in which case the employee must notify their supervisor/designee as soon as possible.

Unscheduled absences place an unfair burden on co-workers and stakeholders and normal business operations and should be avoided when possible. Frequent unscheduled absences, including late arrivals, early departures and failures to report to work, are grounds for corrective action, up to and including termination.

Excessive absences and failure to report absences on time may lead to corrective action, up to and including termination. Unscheduled absences are excessive if they occur frequently (6 or more occasions in a rolling calendar year); they may also be excessive if they show a pattern. Recurrent absences immediately before or after holidays and weekends may warrant disciplinary action.

The organization reserves the right to request a medical provider's statement or medical certification for absences due to illness or injury. Any employee who is absent for three (3) consecutive working days without notification to the employee's supervisor or Human Resources is deemed to have resigned voluntarily.

3.15 Tardiness

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized organization business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

Although voicemail may be available, the organization expects employees to communicate directly with their supervisor when they will be late for work. The employee must call their supervisor as soon as possible.

An employee will be considered tardy if they are not signed in or clocked in and/or are not ready to begin work when work period begins.

Repeated or excessive tardiness will lead to disciplinary action up to and including termination of employment. Tardiness is excessive if they are frequently or unnecessarily late, if employee demonstrate a pattern of tardiness.

3.16 Excessive Absenteeism and Tardiness

Frequent or excessive absenteeism or tardiness affects the efficiency and effectiveness of the organization, department or office, and will subject to corrective action, including possible termination.

In the case of absences due to uncontrollable factors (such as personal health), every consideration will be given to the employee's circumstances. However, even in these situations, the organization must also consider its business needs and therefore may not be able to accommodate such circumstances for extended periods.

Excessive absences and failure to report absences on time may lead to corrective action, up to and including termination. Unscheduled absences are excessive if they occur frequently (6 or more occasions in a rolling calendar year); they may also be excessive if they show a pattern. Recurrent unscheduled absences immediately before or after holidays and weekends may warrant disciplinary action.

3.17 Grooming and Attire

The organization is committed to providing reasonable accommodations for employees who require modifications to grooming standards due to religious beliefs, disabilities, or other protected characteristics as defined by applicable law. The company will engage in an interactive, good-faith process with employees who request such accommodations to ensure that their needs are considered and addressed appropriately. If you require a reasonable accommodation to the Grooming and Attire Policy, contact People Services.

The organization reserves the right to define appropriate standards of appearance for the workplace. All employees are expected to present themselves in a manner that upholds a professional and welcoming environment. This includes maintaining good personal hygiene and wearing attire that is clean, neat, and appropriate for your role, work setting, stakeholders, volunteers, and the public. Employees who are inappropriately dressed will be sent home and directed to return to work in proper attire. Such employees will not be compensated for the time away from work.

Listed below is a general overview of acceptable and unacceptable grooming and attire. Neither group is intended to be all-inclusive.

Acceptable:

- Suits and sport coats
- Slacks, twill pants, and corduroy pants (knee-high or longer)
- Polo shirts, collared shirts, banded-collar shirts, blouses, knit tops, tops that cover the shoulder, sweaters, turtlenecks, and V-neck sweaters
- Dresses and skirts (knee-length or longer)
- Belts, ties, and nylons
- Loafers, boots, flats, dress sandals, clogs, leather dock shoes
- Fragrances (Perfume/Cologne/Essential Oil)
 - If your chosen fragrance affects others, management may ask you to refrain from using it.
- Jewelry and/or tattoos are permitted within the following guidelines:
 - Not offensive to co-workers, students, families, vendors or others in the workplace based on racial, sexual, religious, ethnic, or other characteristics or attributes of a sensitive or legally protected nature
 - Does not detract from a professional appearance
 - Does not pose safety concerns
 - If management determines an employee's jewelry or tattoos may present conflict, the employee will be directed by management to remove the jewelry or cover the tattoo to an acceptable extent possible.

Unacceptable

- Revealing Clothing
- Tops or blouses that are low-cut, sheer, or otherwise reveal undergarments, or midriff.
- Short skirts, dresses, or shorts that do not meet workplace length standards.
- Clothing with offensive slogans or pictures
- Clothing with large lettering, logos or slogans
- Beach clothing
- See-through or mesh clothing
- Overalls, sweatpants, and sweatshirts
- Shorts (except as approved by management)
- Sports headgear (except as approved by management)
- Flip-flops or shoes no appropriate (in business or formal settings).

A good rule of thumb is that if the employee is not sure if something is acceptable, choose something else and inquire first. Any questions regarding the Grooming and Attire policy should be directed to supervisor or People Services.

In work areas that have approval for specified "dress down" or "casual" days, management shall determine appropriate attire standards for those days.

Employees that are approved for teleworking and remote work are to maintain a business casual appearance when engaging in virtual video meetings with vendors, leadership, peers, student, parents, and stakeholders.

Violation of this Grooming and Attire policy will subject the violating employee to appropriate discipline.

3.18 Stakeholder Relations

Employees are expected to be polite, courteous, prompt, and attentive to every stakeholder while in the course and scope of organization business. When an employee encounters an uncomfortable situation that they do not feel capable of handling, the supervisor should be called immediately.

Stakeholders are to be treated courteously and always given proper attention. Never regard a stakeholder's question or concern as an interruption or an annoyance. The employee must respond to inquiries from stakeholders, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct or transfer incoming calls to the appropriate person and make sure the call is received.

Through employee conduct, show their desire to assist the stakeholder in obtaining the help needed. If employees are unable to help a stakeholder, find someone who can.

All correspondence and documents, whether to stakeholders or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates commitment to those whom we serve.

Never argue with a stakeholder. If a problem develops or if a stakeholder remains dissatisfied, ask a supervisor to intervene.

3.19 Confidentiality

Employees must keep matters relating to the organization's business confidential. (See **Appendix C** for the "Confidentiality Agreement.") These business matters include but are not limited to any of the following items:

No unauthorized disclosure of:

- Business or trade secrets and confidential proprietary information such as information regarding the development of systems, processes, products, know-how and technology;
- Intellectual property such as designs, ideas, or innovations;
- Any documents, emails, faxes, U.S. mail, or other materials that relate to the organization or employees of the organization;
- Organization business dealings;
- Organization financial documents, data, transactions, contracts, etc.;
- Student information and records;
- Confidential employee information;
- Confidential financial data, or other non-public proprietary organization information; and

- Confidential information regarding business partners, vendors or stakeholders.

No employee may use trade secrets or confidential proprietary information obtained during or through employment with the organization for the purpose of furthering current or future outside employment or activities, for obtaining personal gain or profit, or for any other purpose not related to the employee's work with the organization.

No employee may make unauthorized copies of organization business matters or information or remove organization business matters or information from organization premises without authorization. Employees are to adhere to organization procedures when discarding confidential information.

At no time may an employee disclose business or trade secrets or confidential proprietary information without the organization's prior consent, except as may be necessary in the ordinary course of performing their duties as an employee of the organization.

Employees must promptly advise the organization of any knowledge that they may have of any unauthorized release or use of the organization's trade secrets or confidential proprietary information and shall take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining, or being furnished with any trade secrets or confidential proprietary information.

During employment, employees may not access confidential proprietary information which they are not authorized to access. Employees may not use any confidential information that belongs to a former employer in their current duties.

This policy also applies in a cybersecurity context: protection of digital systems, networks, and data from unauthorized access, malicious attacks, and other cybersecurity threats by employees. This policy always applies during employment. Employees who violate this policy will be subject to legal action.

Employment is contingent upon signing the Confidentiality Agreement included in this Handbook. Employees should contact their supervisors with any questions regarding these provisions prior to disclosure or use of confidential proprietary information.

3.20. Electronic Devices and Communications, Privacy, Social Media and Artificial Intelligence Policy

The Electronic Devices and Communications, Privacy, Social Media and Artificial Intelligence Policy applies to work performed on any device on the organization's behalf during working and nonworking hours, on and off of the Organization's premises, including telework. It sets forth the Organization's policies and procedures concerning (1) workplace privacy; (2) electronic media, email, and social media; (3) monitoring of telephone calls; (4) use of the Organization's property; and (5) artificial intelligence. It provides that audio and video recordings are only permitted with the express permission of the COO to ensure that individual privacy rights and the Organization's trade secrets, among other things, are protected. It also reinforces that the use of electronic devices, social media, and artificial intelligence may not violate the Organization's policies prohibiting discrimination, harassment, retaliation, bullying and abusive conduct, and disclosure of trade secrets or confidential or proprietary information. The Policy further advises that there should be no expectation of privacy in communications sent on a work device, and that all such communications are subject to search. In addition, the Policy addresses the use of artificial intelligence, prohibiting employees from inputting private or confidential information into an AI Tool or using an AI Tool in a manner that is unlawful or violates organization policy. (Refer to the **Appendix J: Electronic Devices and Communication, Privacy, Social Media and Artificial Intelligence Policy Acknowledgement**).

3.21 Business Ethics and Conduct Policy

The organization will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with all relevant laws, regulations, and organization policies, and to refrain from any illegal, dishonest, or unethical conduct.

The successful business operation and reputation of the organization is built upon the principles of fair dealing and ethical conduct of our employees, as well as a scrupulous regard for the highest standards of conduct, excellence, and personal integrity.

The continued success of the organization is dependent upon our stakeholders' trust, and we are dedicated to preserving that trust. Employees owe a duty to the organization, its stakeholders, and authorizer to act in a way that will merit the continued trust and confidence of the public.

In general, the use of good judgment, based on high ethical principles, will guide the employee with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with immediate supervisor and, if necessary, with People Services for advice and consultation.

Compliance with this Business Ethics and Conduct guidelines is the responsibility of every employee. Disregarding or failing to comply with this policy could lead to corrective action.

3.22 Service Animals and Support Animals

Employees with disabilities have a right to bring service animals into businesses or public spaces, provided the service animal does not pose a direct threat to others. That right only applies to services animals but not to emotional support animals. When a person brings an animal to the organization, an employee can ask only two questions to determine whether the animal qualifies as a service animal. First, is the animal required because of the handler's disability; and second, what work, or task has the animal been trained to perform? The responses should be self-evident as to the qualifications of the animal. A service animal must always be under the care and control of its handler.

Unlike service animals, emotional support animals (ESA) are not trained to perform specific tasks related to an individual's disability and are covered by different protections under federal and California law. In California, ESAs are required to have a letter from a licensed medical professional that states that the emotional support animal is a part of the handler's mental condition treatment. The organization can request proof that an animal is an ESA by requesting to see the handler's ESA letter. An ESA letter should be on official letterhead written by a licensed medical provider accredited to practice in California and should (i) outline the medical conditions that the animal helps to treat, and (ii) specify certain information about the animal, such as its name and breed. If a bona fide ESA letter is provided, the organization is required to make reasonable accommodations for employees entering the organization premises who wish to have their emotional support animals accompany them.

Employees who wish to bring service animals or support animals into organization premises must speak to their supervisor and contact People Services Accommodation Team at accommodations@llac.org. Employees are responsible for participating in the accommodation process, follow the Service Animal and Emotional Support Animal Guidelines and Acknowledgement, and employees must obtain approval prior to bringing their Service Animal and ESA to Work.

SECTION FOUR: WORKPLACE SAFETY AND OPERATIONS

4.1 Workplace Safety

The organization adheres to a Code of Safe Workplace Practice and other applicable occupational health and safety orders. Compliance to the Code of Safe Workplace Practices is a requirement for the continuation of employment. Violations of the Code of Safe Practices shall lead to corrective actions. In compliance with applicable health and safety laws, and to promote a safe workplace, the organization maintains an Injury and Illness Prevention Program and Safety Manual. All employees should be aware of where the Injury and Illness Prevention Program Guide and Safety Plans are located at their worksite.

All employees are responsible for their own safety, as well as that of others in the workplace. To help the organization maintain a safe workplace, everyone must always be safety conscious. Report all work-related injuries or illnesses immediately to supervisor and to People Services.

The organization may implement new workplace safety plans and actions or modify existing safety procedures, in response to a declared federal, state, or local public health emergency. These may include updated strategies and/or recommendations, to resume normal or phased opening of worksite operations. Public Health Department updates and new organization safety protocols and procedures will be communicated electronically to all employees.

If a disease becomes widespread in the community as assessed by public health authorities, the organization may initiate medical inquiries, examinations, or symptom screening in the workplace consistent with applicable law. **Guidance from public health authorities is likely to change as a communicable disease evolves.** Following guidance from public health authorities, the organization may implement new workplace requirements, precautions, intensify cleaning, disinfecting, ventilation and safety protocols for worksite entry and operation. As with all medical information, the organization will uphold all applicable confidentiality requirements. During a communicable disease outbreak, the organization may require employees to adopt infection-control practices, such as regular hand washing, coughing and sneezing etiquette, and proper tissue usage and disposal.

The organization will adhere to government and/or public health reporting, recording, and notification requirements and time frames concerning communicable illness exposure, virus, or outbreak at the workplace. This includes notifying employees who were on the premises at the same worksite as the qualifying individual within the infectious period.

The organization will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity, in compliance with Proposition 65.

The Organization complies with the Asbestos Hazard Emergency Response Act. Information on asbestos at organization sites can be found in site-specific Asbestos Management Plans or contact the Safety Manager.

The organization always requires that all equipment be in proper working order and safe to work with. If any equipment breaks down, do not use it until a qualified technician makes sure that it is repaired and safe. The employee must not try to fix broken equipment. Tell supervisor of any equipment breakdown as soon as it happens. If the breakdown requires emergency repairs, the supervisor will deal with the emergency as soon as possible.

4.2 Workplace Safety Training

The organization conducts formal safety training. Employee's attendance at safety training sessions is mandatory. The organization also provides information to all employees through bulletin board postings, memos, or other written communication.

4.3 Workplace Violence Prevention Training

The organization conducts formal safety training which include but not limited to organization workplace violence prevention plan (WVPP), information how employees can obtain a copy of WVPP, information on how employees can participate in developing and implementing WVPP, review workplace hazards, and educating employees how to report incidents, respond to threat of violence, avoid physical harm and educating employee on the incident log specific to their jobs.

Employee's attendance at safety training sessions is mandatory. The organization also provides information to all employees through bulletin board postings, memos, or other written communication.

4.4 Security and Safety

The organization has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to a supervisor or manager immediately. Secure desk or office at the end of the day by following "end-of-the day" shut-down procedures. When called away from employee's work area for an extended length of time, do not leave valuable and/or personal articles in or around workstation that may be accessible. Do not leave computer logged-on and accessible by others.

The security of our facilities and the welfare of our employees depend upon the alertness and sensitivity of every individual to potential security risks. Refrain from wearing headphones and earphones (except for organization-issued Personal Protective Equipment (PPE) that will prevent employee from hearing alerts and emergency notifications. The employee should immediately notify supervisor when unknown or known persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

Additional safety measures may be considered for employees that are victims of domestic violence, sexual assault, and stalking. If employee feels that they are a victim of such situations and would like to know about or request additional safety measures, contact People Services and the Security Coordinator.

4.5 Safety Suggestions

All employees are encouraged to suggest better and safer methods and routines. Please present and discuss suggestions with supervisor, the Safety Manager, or People Services. Employees have the right to report safety and security related matters anonymously to Safety Manager or safety department without fear of retaliation.

4.6 Safety Equipment

If needed, the organization will provide the employee with Personal Protective Equipment (PPE). To comply with current public health measures, PPE is required to be worn during interactions or exchanges with other employees. Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to corrective action.

4.7 Identification Badge

All employees are required to wear organization-issued identification badges in a visible manner while on organization premises. Wearing identification badges distinguishes employees from guests or unauthorized personnel. Compliance to the Identification badge policy is subject to the same conditions with other Safety and Security policies wherein violations may subject the employee to corrective actions.

4.8 On-The-Job Injuries

Every employee is responsible for their own safety as well as others in the workplace. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify safety department and their supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

If an employee is injured on the job, they must notify a supervisor immediately. Under workers' compensation law, the employee will receive help if injured. If necessary, an ambulance may be called to provide emergency medical care. It is not permissible for any employee to transport an injured employee to seek medical attention. The Supervisor may contact the injured employee's emergency contact should they need transportation to seek medical attention. If the injury is less serious, leadership along with the employee are responsible for contacting People Services to assess the situation. Injured employees will be referred to an organization-designated Medical Provider Network physician for medical treatment unless the employee has Pre-designated a Personal Physician in writing before an injury occurs. However, in emergency situations, this may not be possible or practical.

All newly hired employees will be provided with workers' compensation information and the Medical Provider Network. For additional information, please contact People Services.

4.9 Ergonomics

The organization is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The organization will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The organization encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

If the employee has any questions about ergonomics, please contact your direct supervisor.

4.10 Workplace Smoking Ban

The organization is committed to providing a healthy and safe workplace. Smoking or use of any tobacco product or e-cigarettes is strictly prohibited in the office or within twenty-five (25) feet of it, in any organization building or within twenty-five (25) feet of it, or in any enclosed premises of the organization, including restrooms. Smoking will be permissible in outside areas designated by the organization. This policy applies to all employees, stakeholders, and visitors. Smoking is prohibited while inside organization-owned, rented or leased vehicles.

4.11 Reasonable Searches and Inspections

The organization believes that maintaining a workplace that is free of weapons, illegal or controlled drugs, alcohol, and other harmful materials is vital to the health and safety of its employees and to the organization's success. Accordingly, the organization has established this Policy concerning inspections, searches and monitoring on organization premises. The organization intends to protect against the unauthorized use and removal of organization property. In addition, the organization intends to assure its access at all times to organization premises and organization property, equipment, records, documents, and files.

For purposes of this Policy:

“Prohibited materials” means firearms or other weapons; explosives and/or hazardous materials or articles; alcoholic beverages, illegal drugs or other controlled substances; drug-related paraphernalia; and organization property that an employee is not authorized to have in their possession.

“Organization property” includes all documents, records, software, data and files relating to organization business, and includes all inventories, equipment, hardware, and other property of any kind, whether owned, leased, rented, or used by the organization.

“Reasonable suspicion” includes a suspicion that is based on specific personal observations such as an employee’s manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

“Possession” means that an employee has the substance on organization property on their person or otherwise under their control.

In order to assure access at all times to organization property, and because employees properly in possession of organization property or information related to organization business may not always be available to produce the property or information when needed in the ordinary course of organization business, the organization reserves the right to conduct a routine inspection or search at any time for organization property on organization premises. In addition, the organization reserves the right to access information and communications, and email stored in organization computer files, on organization disk drives, or other storage devices, and in employee voice mailboxes.

Routine searches or inspections of organization property may include an employee’s office, desk, file cabinet, closet, computer files, voice mail, email, Internet records or similar places where employees may store organization property or organization-related information, whether or not the places are locked or protected by access codes.

Because even a routine search for organization property might result in the discovery of an employee’s personal possessions, all employees are encouraged to refrain from bringing into the work place any item of personal property that they do not wish to reveal to the organization during the course of an inspection. Inspections or searches for prohibited materials in or on organization premises also will be conducted whenever the organization has reasonable suspicion to believe that a particular employee (or other employees) may be in possession of such materials in violation of this Policy.

In cases involving an inspection or search of an employee’s pockets, purse, briefcase, or other item of personal property that is being worn or carried by the employee, the employee will be requested to conduct a self-search (i.e., by turning out or emptying pockets, purses, etc.) in the presence of an observer.

Employees who refuse to cooperate during an inspection or search will not be forcibly detained or searched. They will be informed, however, that the organization will base any corrective action decision on the information that is available, including their refusal to cooperate in or consent to the search, as well as the information that gave rise to a reasonable suspicion that the employee was in possession of prohibited materials, if applicable, and that their failure or refusal to cooperate could deprive the organization of information that may clear them of suspicion. In addition, the organization reserves the right to take appropriate action to prevent the unauthorized removal of organization property from the organization’s premises.

All inspections or searches may be conducted as necessary and will be approved in advance by People Services, who will inform supervisors of the impending inspection prior to its occurrence.

Employees who are found to be in possession of prohibited materials in violation of this Policy and the Drug and Alcohol-Free Workplace policy, or employees who are found to have used organization property in an unauthorized manner, will be subject to corrective action.

Any prohibited materials, or any materials that are suspected of being prohibited by this Policy, that are found in an employee's possession during an inspection or search will be collected by the organization or by the independent security service, and will be placed in a container, sealed, and marked with: (1) the date collected; (2) names of persons present; (3) circumstances of discovery; and (4) a general description of the contents placed in the container.

The employee who was in possession, or who was suspected of being in possession of the prohibited materials will be given a receipt for the materials collected during the search. If, after further investigation, it is determined that the materials collected were not prohibited by this Policy, the collected materials will be returned to the employee, except as provided below, and a receipt will be obtained from the employee. In cases in which it is suspected that the collected materials consist of illegal drugs or other controlled substances, the organization will arrange for disposition in collaboration with local law enforcement. In cases in which the collected materials consist of, or are suspected of consisting of, firearms or other weapons, explosives, or other hazardous materials or articles, the organization reserves the right to dispose of the materials in whatever manner it deems to be in the interest of its employees' safety or to return the materials to the employee at a designated time and location.

In cases in which it is suspected that the collected materials consist of illegal drugs or other controlled substances, the organization reserves the right to arrange for the materials to be tested and to be notified of the results, for the purpose of determining whether the employee has violated this Policy.

Supervisors should restrict communications concerning a violation or possible violation of this Searches and Inspections Policy to persons who have an important work-related reason to know.

4.12 Inclement Weather

The organization, through the Executive Office, may decide to close its offices due to inclement weather. All employees will be paid for such time off if normally scheduled to work that day and only for those hours which the employee would normally work.

When the organization's offices are kept open during inclement weather conditions, all employees will be expected to make reasonable efforts to report to work and/or contact their immediate supervisor for possible remote work approval if the position and duties accommodate remote work. All employees who are unable to report to work should call their supervisor and report their absence as soon as possible prior to the start of their work shift. Employees unable to arrive for work will be charged their vacation hours. If no vacation hours are available, the absence will be unpaid.

4.13 Public Emergency and Natural Disaster

The organization maintains safety and emergency operations plans to support employees with incident management activities and to help ensure business continuity in the event of a public emergency, catastrophic event, or natural disaster. This policy provides guidance regarding employee compensation and outlines alternate options should the organization have to close business due to the circumstances.

We regard the safety and health of our employees and students with utmost importance. This includes protecting employees from anticipated hazards and providing immediate resources for support following a disaster. If the organization closes its operations because of a natural disaster or other public emergency, employees are encouraged to call the organization's designated number to obtain information about employee resources, paychecks, or information regarding their location and contact information. Efforts will be made to use the organization's intranet and systems for employee communications.

Employees may be required to take on new responsibilities to aid with the recovery process. The organization will compensate employees their regular pay for performing activity that is primarily and necessarily for the benefit of the organization. Examples include cleaning debris, moving organization equipment, and other activities associated with the organization's Incident Management Plan.

Exempt Employees:

Regular, full-time Exempt employees paid on a salary basis will be paid for an entire weekly salary if they work any portion of their scheduled workweek. However, if the organization is closed for an entire workweek and the exempt employee has not performed any work during the week (including Teleworking), the employee is not entitled to compensation for that week. Employees may use accrued vacation time to cover the non-work period.

Nonexempt Employees:

Nonexempt employees are only entitled to regular pay for hours they spend performing work. Importantly, reporting time pay requirements (such as compensation for arriving to work, but being sent home due to a lack of work available) do not apply if:

- (1) operations cannot continue due to threats to employees or property, or when operations are discouraged from continuing by a civil authority;
- (2) public utilities such as water, gas, electricity, or sewer fail; or
- (3) work is interrupted by an "Act of God" or other causes not within the organization's control.

Nonexempt employees will receive regular pay for any work performed prior to a closure (including approved Teleworking). If the organization requires nonexempt employees to remain "on-call" during a disaster-related situation, an employee is required to receive regular pay during the specified on-call period. However, "call back pay" (a minimum of two (2) hours of regular pay for reporting a second time in a single day), does not apply when public utilities fail, such as a power outage. Therefore, the organization could send employees home (or release them from approved Teleworking), and then call them back to return (or resume working) later in the day without paying any additional compensation other than regular pay required for the actual work performed.

Teleworking or Alternate Work Location:

Employees may be requested to work remotely or assigned a new work location on a temporary basis. To capture time worked remotely, employees are to record time worked in the Time and Attendance System.

Requests for Emergency-Related Time Off and Leave of Absence:

In the aftermath of a disaster, an employee may need immediate time off or a leave of absence. Please coordinate immediate time off with Supervisor and record the absences in the Time and Attendance System. People Services team members are available to assist with Leave of Absence and work accommodation requests. The organization may grant flexibility with medical certification requirements to support emergency leave taken during the public emergency period.

Non-employees:

The organization may receive offers from non-employees or non-approved organization volunteers to volunteer with the recovery process. Please consult with executive leadership when deciding whether to allow these individuals to “volunteer” with such efforts. The organization will consider contracting with a professional disaster recovery service to minimize risk to employees and non-employees’ post-disaster.

4.14 Restraining Orders and Domestic Violence

If employee is being threatened at work, immediately tell supervisor, People Services, or the Police. These situations can be very dangerous for the employees and others.

If an employee has a civil order, like an Emergency Protective Order, a Stay-Away Order, or a Temporary Restraining Order issued against, employee must tell their supervisor and People Services about it. Such information shall remain confidential, and the organization will help develop a workplace safety plan.

When departing from the parking lot, and if employee feel they are being followed, they should contact 911 via cell phone or drive to the nearest police/sheriff station to get help. Once employee has contacted the authorities and are safe, be sure to report any incidents to site administrator or supervisor immediately.

To promote the safety of employees and organization visitors, as well as the security of its facilities, the organization reserves the right to conduct video surveillance of its premises at any time. Video cameras will be positioned in appropriate places within and around organization buildings. The only exception to this policy is private areas of restrooms and designated lactation areas. Requests for additional guidance on workplace security procedures should be directed to the Security Coordinator.

4.15 Communicable Illness

The organization regards employees’ health and wellness as a prime concern. All employees are to adhere to basic health guidelines by practicing good hand hygiene and respiratory etiquette. Employees are allowed additional time to wash their hands throughout their work shift. It is recommended that employees give careful consideration to reporting to the workplace when experiencing a communicable illness. Employees are advised to stay home when sick. Employees are encouraged to conduct a self-check at home for virus symptoms before leaving for work.

Employee responses to medical inquiries will be kept in the employee’s medical record, which is maintained separately from the employee’s personnel file. This includes an employee’s statement that they have the disease or suspect they have the disease, or other documentation from questioning an employee about symptoms. The organization will adhere to government and/or public health reporting, recording, and notification requirements concerning communicable illness exposure or outbreak at the workplace.

During a national, state, or local public health emergency, the organization will rely on guidance from public health authorities for prevention of and exposure to a communicable illness in the workplace. Public Health Department recommendations and strategies may change during a crisis and differ between states. The organization will make best efforts to obtain Public Health Department advice and guidance that is contemporaneous and appropriate for the work locations and make reasonable assessments of conditions in the workplace based on this information.

The organization will investigate outbreaks reported in the workplace in accordance with applicable law and may use contact tracing, including participating in local and state contact tracing efforts to determine who may have been in close contact with an individual who has tested positive. Employees who test positive due to an outbreak at work are eligible for Workers’ Compensation benefits.

Employees will be compensated their regular pay for their time when required to complete safety screening or testing at the worksite. Employees will be compensated for the day if they are sent home due to displaying symptoms of a communicable disease. Medical services and tests requested at the direction of the organization will be paid by the organization.

During a public health emergency, the organization may require employees to self-quarantine when employees have communicated information related to their travel to areas that are designated as high infection risk.

Return to Work

To return to work, the organization may require documentation from their treating medical provider certifying the employee is fit to perform the essential functions of their position.

Work Accommodation

The organization will engage in an interactive process with an employee involving any request for interim, temporary, or short-term work accommodation due to the employee's disability. The interactive process is a discussion between the employer and employee focused on whether the impairment is a disability and the reasons that an accommodation is needed.

This process will include requesting medical documentation to determine whether the employee has a disability, as defined by applicable law, and if the employee's disability necessitates a work accommodation. In addition, when government restrictions are changed, extended, or are partially or fully lifted, the need for work accommodations may also change to suit changing circumstances based on public health directives.

The organization will not discriminate against an employee based on the individual having a communicable illness. It is permissible and legal for management to ask employees who appear to have symptoms to go home and not return to work until they have been medically released by their attending medical provider. The organization will comply with applicable laws and regulations that protect the privacy of an employee's medical information.

If applicable, any and all health and safety provisions specified in organization and Board of Directors approved policy(ies) pertaining to health and safety are hereby incorporated into this Handbook.

4.16 Housekeeping

All employees are expected to keep their work areas clean and organized. Employees are encouraged to take time regularly to sanitize assigned equipment (i.e., phone, keyboard). Regularly scheduled disinfecting procedures will be conducted of high touch surfaces and common areas such as breakrooms, locker rooms and restrooms. Please clean up after meals and dispose of trash properly. Potlucks and food sharing will be prohibited during times of a public health emergency.

4.17 Water Bottles

The organization acknowledges the right of all employees to bring and carry water bottles at schools. As required by Education Code Sections 38042-38043, the organization encourages and promotes water bottle carrying and the benefits of drinking water through promotional and educational activities and signage at the organization's premises and/or the organization's website.

4.18 Organization Property

Lockers, desks, vehicles, computers, internet access, and certain other property are property of the organization and must be maintained according to organization rules and procedures. Employees do not have a reasonable expectation of privacy with respect to their use of or access to any organization property, both

physical and electronic. organization property must be used only for work-related purposes, unless otherwise specified below. The organization reserves the right to inspect all of its property to ensure compliance with its rules and procedures, without notice to the employee and/or in the employee's absence.

Telephones, voicemail and/or electronic mail (email) and Internet access are to be used for business purposes only, unless otherwise specified below. Chatting online, instant messaging, surfing and other similar misuses of organization time, property and Internet services are strictly prohibited. Transmitting, retrieving, downloading, or storing messages or images that are offensive, derogatory, defamatory, off-color, sexual in content (including all forms of pornography) is considered inappropriate in the business environment and is strictly prohibited. Gambling, monitoring sports scores, and playing electronic games on organization time are also prohibited activities.

The organization reserves the right to listen to, monitor, and record phone and voicemail messages transmitted and/or received using the organization's phone system, and to access and disclose computer files, email messages and internet records to ensure compliance with this policy, without notice to the employee and/or in the employee's absence. Monitoring may take place on a regular or random basis and will be used to monitor an employee's job performance, for training or quality control purposes, or in instances in which the organization has a reasonable suspicion that an employee is using organization property in an unauthorized manner. Violation of these guidelines may result in corrective action, including termination of employment. It may be necessary to assign and/or change passwords and personal codes for organization voicemail, email, and computers. These items are to be used for the organization's business and they remain the property of the organization. The organization may keep a record of all usernames, passwords/codes used and/or may be able to override any such password system.

4.19 Return of organization Property

Any organization property issued to employee, such as keys, tools, cell phones or any other items issued must be returned to the organization at the time of employment separation.

Regardless of whether employment ends on a voluntary or involuntary basis, it is employee's responsibility to return all equipment, computers, telephones, organization passwords, tools, keys, clothing, or any other property issued by the organization. Employees may be financially responsible for the replacement cost of any item of organization property that is lost or damaged because of the employee's gross negligence, willful misconduct, or dishonesty.

4.20 organization Equipment and Technology

The organization maintains all rights pertaining to the use of its equipment. All organization equipment, including desks, computer systems, computer software, diskettes, computer or computing device—specifically including but not limited to laptops, workstations, printers, servers, and handhelds—is to be used for organization business only.

The organization maintains all rights pertaining to the use of its resources. All organization resources—specifically including but not limited to its electronic network, electronic mail, voicemail, video teleconferencing and the data residing on its computer systems—are to be used for organization business only, unless otherwise stated in this Handbook.

Employee Privacy

Neither permission to use the organization's computing resources, nor the issuance to any employee of a password, authentication credential, or digital certificate confers any right of privacy upon any employee of the organization. Thus, employees must not expect that any information maintained on or transferred over the organization's systems, including electronic and voicemail messages, are private.

Employees are encouraged and advised to retain personal records and engage in personal business using personal equipment at home, as employees have no right to privacy for information contained on the organization's computer, electronic or telephonic systems.

Do not use organization equipment, computers, or information systems for non-organization business, unless otherwise stated in this handbook.

(See **Appendix D** for the "Voicemail, Email, and Use of organization Technology Acknowledgement")

The organization purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the organization does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. The organization prohibits the illegal duplication of software and its related documentation.

Monitoring of organization Equipment

The organization retains the right to enter any of its systems or any system connected to its network, at its sole discretion. The organization reserves the right to monitor the use by employees of organization telephones, computer networks, and electronic mail systems. Monitoring may be performed by observation, or through aural, mechanical, electronic, or other means. Monitoring may take place on a regular or random basis and may be used to monitor an employee's job performance, for training or quality control purposes, or in instances in which the organization has a reasonable suspicion that an employee is using organization property in an unauthorized manner, or other lawful reasons.

By placing information on the organization's computer systems, employees grant to the organization the right to edit, delete, copy, republish, and distribute such information. By connecting non-organization equipment to the organization's network, employees grant to the organization the right to scan or monitor the electronic communication into and out of such equipment without limitation.

Computer, electronic, or voicemail messages deleted or erased by employees may remain stored in the organization's computer or telephone systems. Accordingly, the organization retains the right to access computer, electronic, and voicemail messages for as long as the information may be obtained from any source.

Employees should notify their immediate supervisor, People Services or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to corrective action.

Appropriate Use

Employees are expected to present a professional and business-like image when using organization technology and email. Employees may not send offensive or discriminatory messages, nor may they access inappropriate images or materials. Employees will be subject to corrective action for violations of this rule.

Passwords

Passwords, authentication credentials, and/or digital certificates are designed to allow employees access to all or part of the organization's computer, electronic, and/or telephone systems, and to prevent unauthorized access to information. Employees are expected to maintain their passwords as confidential and must not access co-workers' systems without express authorization.

In the event of the cessation of employment, the employee will deliver to the organization, if requested, all passwords or other authentication credentials to access all organization documents, disks, computer, electronic or voicemail systems, whether these were issued to by the organization or created by employee or any other party.

4.21 Keys and Key Cards

Certain positions within the organization, approved by a member of the management team, will be issued a key/key card to the premises. Each employee to whom an organization key/key card is given is responsible for proper use of that key/key card and will be required to sign for it. A lost or misplaced key/key card must be reported immediately. Never duplicate or loan a key/key card to anyone for any reason. Keys/key cards must be returned upon termination of employment to a direct supervisor. Employees who take a leave of absence must turn in any keys prior to beginning their leave.

4.22 Business Travel and Use of organization Vehicles

The organization maintains a separate policy applicable to business travel and use of organization vehicles. This policy is available with the Travel Department. (See **Appendix E** for the “Business Travel and Use of organization Vehicles Acknowledgement”) Employees who drive an organization vehicle (*a vehicle owned, rented, or leased by the organization*) will be required to show proof of a current driver’s license. Employees who drive a non-organization vehicle (*a vehicle that is not owned, rented, or leased by the organization*) for organization business will be required to show proof of a current driver license and carry State minimum auto insurance limits. The organization participates in a system that checks and monitors the DMV records of all such employees, with employee consent.

It is important to note that the primary layer of auto liability coverage is the insurance which is on the vehicle driven. Therefore, when an employee is driving an organization vehicle, the auto liability coverage, carried by the organization, will be primary. When a non-organization vehicle is being driven, the primary auto liability coverage will be that which is on the non-organization vehicle and thus the organization’s auto liability coverage will be excess. The organization does not provide any collision or comprehensive coverage on non-organization vehicles.

Before an employee may engage in organization business travel or drive an organization vehicle, the employee must speak with Risk Management regarding additional policies. Risk Management must verify that the employee meets organization requirements for business travel and use of organization vehicles, and the employee must agree to the additional organization policies regarding business travel and use of organization vehicles. All employees are prohibited from engaging in organization business travel and driving organization vehicles until they have been cleared by Risk Management. Employees approved by Risk Management for business travel and use of organization vehicles are required to report to Risk Management any convictions suspending or revoking their driver’s license, reckless driving, or any convictions for driving while impaired, such as driving under the influence of alcohol or drugs.

Employees who use their own vehicles on organization business must carry State minimum insurance coverage and have a valid driver license. Employees will be reasonably reimbursed for mileage. Reimbursement rates are subject to change at the organization’s discretion, but the rate will always be at least that of the Internal Revenue Service.

Only hands-free technology cell phone use is permitted while driving on organization business or when driving an organization vehicle. Any employee who is involved in a traffic accident while on organization business or while driving an organization vehicle should never admit fault at the scene of the accident. Employees are encouraged to cooperate fully with law enforcement authorities, collect as much information as possible and provide it to Risk Management Department. Employees injured as a result of the accident

should seek immediate medical care and report information concerning the accident following receipt of medical treatment.

Excluded Drivers:

In the event an employee is notified by the Risk Management Department that they have an unsatisfactory driving record with the California Department of Motor Vehicles, the employee may be considered an Excluded Driver from the organization commercial auto insurance policy. Excluded drivers are not eligible to travel on organization business and have the following restrictions:

Excluded Driver cannot drive on organization business using an organization leased vehicle, rented vehicle, and/or personal vehicle, including but not limited to:

- Driving between site locations;
- Driving to and from outside vendors and/or third-party agencies; and
- Driving to and from training locations, professional development, meetings and/or conferences.

If an employee's position requires them to drive on organization business, failure to adhere to the above restrictions may result in disciplinary action, up to, and including, termination.

The following will help judge when it is safe to drive:

- Ensure the vehicle is in good working order;
- Spend time planning the route;
- Consult the internet for driving directions and maps;
- Dress appropriately for the weather conditions;
- Carry food and warm drink in case the journey becomes prolonged or delayed;
- Do not drive if suffering from illness;
- Remember that prescription drugs and over-the-counter medications can cause drowsiness;
- Be prepared to delay or cancel the trip if weather or traffic conditions worsen; and
- Maintain contact with the organization to apprise them of whereabouts at all times.

Preparing and planning

Poor weather conditions such as rain, ice, snow, high winds and fog will reduce visibility. They will also reduce the ability to stop quickly and affect steering and braking. In addition, traffic congestion may cause long delays or cause re-routing onto unfamiliar roads.

Seat belts save lives

All available evidence shows that people are much less likely to be hurt in an accident if they are wearing a seat belt.

It is the organization policy that all employees always wear their seatbelt when operating an organization-provided vehicle and while driving for organization business. There are no exceptions to this rule as it is the law. If an employee has an accident and are cited for not wearing a seat belt, employee may face corrective action.

Safe driving

It is always important that employee drive safely. Do not engage in distracting activities such as reading, eating, make-up application, attending to children or using a hand-held cell phone.

While driving on organization business or while driving an organization vehicle, employees are responsible for complying with all traffic, parking, and other vehicular laws. Employee will be individually responsible for all driving, traffic, parking, etc. violations committed.

Carpooling

Employees who elect to carpool for business travel are expected to adhere to public health emergency guidelines.

Air travel

Employees are expected to adhere to airline safety guidelines and public health emergency.

The organization reserves the right to temporarily suspend business travel requests in support of public safety measures enacted following a federal, state, or local public emergency. Employees will be informed of this action and when business travel requests may resume.

4.23 Use of organization-Provided Cell Phone

The organization provides cellular telephones to some employees as a business tool. They are provided to assist employees in communicating with management and other employees, their stakeholders, associates, and others with whom they may conduct business. Cell phone use is primarily intended for business-related calls but may be used for personal reasons in emergency situations. 911 calls are to be made only when business and telephone directories are not readily available. Downloads and text messaging are for business purposes only. However, occasional, brief personal use is permitted within a reasonable limit. Cell phone invoices will be regularly monitored.

4.24 Organization-Provided Equipment

Some employees use organization-provided equipment outside of the standard work environment as a regular part of their job. Employees who use organization-provided equipment are responsible for:

- Ensuring the equipment is properly maintained and that only organization authorized personnel perform all maintenance or repairs to the equipment;
- Ensuring that organization equipment is not used in an unauthorized manner. The employee is the only one authorized to use the equipment. Third parties are not authorized to use the equipment unless approved, in advance, by senior management;
- Taking adequate safeguards to avoid loss, damage, or theft. If loss, damage, or theft occurs and it is determined to have occurred due to negligence, the organization may take corrective action. Employees can be held financially responsible for the replacement cost of any item of organization property that is lost or damaged as a result of their gross negligence, willful misconduct, or dishonesty;
- Immediately reporting to supervisor all incidents of loss, damage, or theft including a written account describing the events surrounding the incident. If necessary, a police report must be filed; and
- Immediately returning all organization-provided equipment when the employee transfer, are reassigned, or terminate employment.

4.25 Use of Internet

The organization provides internet access to global electronic information resources on the World Wide Web to assist employees in obtaining work-related data and technology. Remember, the truth and accuracy of information on the Internet should be considered suspect until confirmed by a separate reliable source. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of the organization and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet, remain at all times the property of the organization. As such, the organization reserves the right to monitor internet traffic, and inspect, retrieve and/or read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age (forty (40) and over), sex, religious or political beliefs, national origin, disability, sexual orientation, gender identity, gender expression, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not received authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

To ensure a virus-free environment, no files may be downloaded from the Internet without prior authorization from supervisor. Downloading of any executable files, installing programs or accessing sites that circumvent the organization's filtering system, which change the configuration of system by anyone other than organization authorized personnel is prohibited.

In addition to this policy, employees must also comply with the other applicable policies contained in this Handbook, including but not limited to the organization's and Board of Directors Social Media policy.

Employees may also be held personally liable for any violations of this policy. The following behaviors are and activities that are expressly prohibited and can result in corrective action:

- Sending or posting discriminatory, harassing, or threatening messages or images;
- Using the organization's time and resources for personal advantage;
- Stealing, using, or disclosing someone else's code or password, authentication credentials, and/or digital certificates without authorization;
- Copying, pirating, or downloading software and electronic files without permission;
- Sending or posting trade secrets or confidential proprietary information such as information regarding the development of systems, processes, products, know-how and technology outside of the organization;
- Violating laws protecting the privacy of student information;
- Violating laws protecting the confidentiality of employee information;
- Violating copyright law;
- Failing to observe licensing agreements;

- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted internet services and transmissions;
- Sending or posting messages or material that could damage the organization's image or reputation;
- Participating in the viewing or exchange of pornography or obscene materials;
- Sending or posting messages that defame or slander other individuals;
- Malicious tampering with or attempting to break into the computer system of another organization or person;
- Refusing to cooperate with a security investigation;
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities;
- Using the internet for political causes or activities, religious activities, or any sort of gambling thereby jeopardizing the security of the organization's electronic communications systems;
- Sending or posting messages that disparage another organization's products or services;
- Passing off personal views as representing those of the organization;
- Engaging in any illegal activities.

Abuse of the Internet access provided by the organization in violation of law or organization policies will result in corrective action.

Refer to the organization's social media Policy herein. Both the Social Media and the Internet Usage policies must be followed.

4.26 Use of Employee Emails

Routine emails generated by employees will automatically be deleted from the Inbox, Sent and Deleted folders 180 days after they are generated. All employees are to move any emails requiring retention beyond this period to a specific folder other than Inbox, Sent or Deleted.

4.27 Internal Communication

The organization uses bulletin boards, attachments to payroll, the Intranet, and email are used to communicate important information to employee on a regular basis. Each employee is responsible for reading posted or distributed information on a timely basis.

4.28 Media Relations

The organization strives to anticipate and manage crisis situations in order to reduce disruption to our employees and to maintain our reputation as a high-quality organization. To best serve these objectives, the organization will respond to the news media in a timely and professional manner only through the designated spokespersons. Only Officers of the organization are authorized to speak on behalf of the organization. Please refer all inquiries to the CEO of the Corporation operating the school or the designated communications person. If unavailable, please refer inquiries to any the Organization's Superintendent or Area Superintendent. Events may occur at our locations that will draw immediate attention from the news media. It is imperative that one person speaks for the organization to deliver an appropriate message and to avoid giving misinformation in any media inquiry. Every employee is expected to adhere to the following media policy. Employees must answer all media/reporter questions as follows: *"I am not authorized to comment for the organization, or I do not have the information. I will have the organization's public affairs office contact you"*.

Employees are expected to protect the privacy of the organization and its employees and stakeholders, and are prohibited from disclosing confidential student, employee and nonemployee information and any other proprietary and nonpublic information to which employees have access.

4.29 Publicity

The organization utilizes media resources for advertising, public relations or other business purposes. The organization may use employee photographs, pictures, and/or voice transcriptions for promotion or advertising at any time without compensation. Please notify the CEO of the Corporation operating the school or the designated communications person. If unavailable, please refer inquiries to any the Organization's Superintendent or Area Superintendent if an employee does not wish to be captured in organization media or marketing materials.

4.30 Organization-Sponsored Social and Recreational Activities

The organization may from time to time sponsors social and/or recreational activities for its employees. Employee attendance at such activities is completely voluntary and is not work-related. Neither the organization nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of any employee's voluntary participation in any activity that is not part of work-related duties. Employees may be asked to complete and sign a waiver of liability as part of their participation in an organization sponsored social or recreational activity.

4.31 Personal Use of organization Telephones

Personal telephone calls should generally not be made during work time, except in the case of an emergency. Instead, they should be made during breaks or meal periods. Because telephones are a significant expense to the organization, the employee should not use organization telephones (including organization-owned cell phones) for personal calls, unless it is an emergency. If the employee must make a personal call either during work hours or from an organization telephone, please practice discretion and refrain from doing so in the presence of stakeholders, vendors, or visitors. Should circumstances require a long-distance call, organization asks to use a personal calling card or call collect or ask for authorization from supervisor.

If the organization determines that an employee is using organization telephones to conduct personal business or is making or receiving excessive personal calls during work hours (whether using an organization telephone), the employee may be subject to corrective action and may be asked to pay for the charges associated with use of the organization telephone.

4.32 Use of Personal Cell Phones

All use of personal cell phones during work hours is not allowed. Personal cell phones should remain in silent mode or turned off during working hours. Use of personal cell phones is limited to rest breaks and meal breaks only.

The organization may request employees to use their personal devices for work purpose during a public emergency. The organization will reimburse employees for use of their personal devices, and expense reimbursement procedures will be communicated to employees.

When employees conduct public business using private email or personal devices, those communications may be subject to disclosure under the California Public Records Act. Employees are advised to retain organization electronic communications (i.e., email, texts). The Technology Services Division is available to assist with additional guidance and tools for document retention.

4.33 Personal Property/Employee Property

The organization is not responsible for personal belongings that are lost or stolen. Employees should not leave or store personal belongings of value in the workplace, for security reasons.

Terminated employees must remove all personal items at the time they leave the organization. During special circumstance an employee may arrange an agreed upon time to gather belongs. Personal items left in the workplace by previous employees are subject to disposal if not claimed.

4.34 Solicitations

The organization recognizes the importance of community outreach and may engage in certain fund-raising campaigns for 501(c)(3) Non-Profits only. Special campaigns on organization premises may be conducted upon specific approval from Executive Management after liability review. Employee participation is completely voluntary and is not intended to interfere, advance, conflict, or be discriminatory in nature to an employee's employment relationship with the organization. The organization respect an employee's individual right to voluntarily contribute to such campaigns.

No soliciting or distribution is allowed during working time (working time means times when you are expected to be performing your work duties, as opposed to non-working time such as rest and meal periods and before and after your shift) or in working areas (working areas means areas where work duties are being completed, as opposed to nonworking areas such as break rooms and parking lots). We recognize an employee's right to be provided with working conditions free from the distractions which could result from fund-raising appeals or other solicitations on organization premises.

4.35 Conducting Personal Business

Employees may not conduct personal business or business for another employer on organization premises. However, employees may conduct reasonable personal business on organization premises in case of emergency, or during meal or break periods, provided organization property is not used in ways prohibited by organization policies.

SECTION FIVE: EMPLOYEE BENEFITS

5.1 Insurance Benefits

Eligibility

Regular full-time employees that are scheduled to work at least (30) hours per week and their dependents will be eligible to participate in all employee benefits offered by the organization.

Temporary full-time employees that are scheduled to work at least thirty (30) hours per week will be eligible to participate in select employee benefits offered by the organization.

Part-time employees that are scheduled to work less than (30) hours per week will be eligible to participate in the Voya 403(b) Retirement Savings Plan.

Seasonal status employees are eligible to participate in the Voya 403(b) Retirement Savings Plan.

Effective Date

Employee Benefits become effective the 1st of the month following a 1 month (30/31 day(s)) waiting period from the date of hire.

Employee benefits will be reinstated for individuals who are rehired within 30 days of their last employment date.

Medical, Dental and Vision benefits become effective the 1st of the month following the rehire date for employees rehired within 6 months of their last employment date.

Insurance Benefits

The organization has established a number of employee benefits for its eligible employees. This section provides brief summaries of some of the benefit features. More detailed information is set forth in the official plan documents and insurance policies that govern the plans. If there is any real or apparent conflict between the brief summaries contained in this Handbook and the terms, conditions, limitations or exclusions of the official plan documents, the provisions of the official plan documents will control.

The organization currently offers:

- Medical
- Dental
- Vision
- Healthcare & Dependent Care Flexible Savings Account (FSA)
- Health Savings Account (HSA)
- Basic and Voluntary Life Insurance
- Basic and Voluntary Accidental Death and Dismemberment Insurance
- Short-Term & Long-Term Disability Insurance
- Long Term Care Insurance
- Voluntary Worksite Benefits
- 403(b) Retirement Savings Plan with Employer Match
- Employee Assistance Program
- Education Assistance Program

When enrolling eligible dependents in benefits, the organization will require employees to provide proof of legal dependent status.

The following documents can be used as verification:

- Birth Certificate
- Marriage Certificate
- Domestic Partnership Certificate
- Adoption Certificate
- Legal Guardianship documentation from the state court or federal government

All dependent verifications must be provided within thirty (30) days of the benefit effective date. Failure to provide verification will result in removal from coverage.

As with most policies, insurance benefits are subject to change, and employees may be subject to a waiting period before coverage and benefits begin. While it is the organization's intention to continue these benefits, it reserves the right to modify, curtail, reduce, or eliminate any benefit, in whole or in part.

Regular Full-Time employees are also provided with information on coverage options available through the Healthcare Insurance Marketplace. Healthcare Insurance Marketplace information is included in all New Hire Packets and may also be obtained by contacting the Benefits department.

For more information about insurance, benefits, and eligibility, please contact the Benefits Department. Benefits@llac.org.

Benefits During a Medical Leave:

The organization will continue to provide insurance benefits to eligible employees during a medical leave consistent with applicable law, provided that the employee regularly continues to pay their share of the premium, if applicable. Health benefits coverage will be terminated for any employee not actively reporting hours for longer than 6 months and/or have exhausted their protected leave.

Benefits that are accrued for hours worked, including sick and vacation accruals, will not accrue during a medical leave. However, leave time will be counted toward the employee's service date.

Benefits During a Public Emergency:

The organization may seek to expand employee benefits or secure new offerings to better support employees during a public emergency. It may be necessary to modify Benefit Plans to comply with new federal or state legislation enacted during a public emergency. The organization will communicate benefit plan changes and share out resources and benefits available through its insurance carriers.

5.2 Life Events and Benefits Enrollment

The organization allows changes to benefit selections outside of the annual Open Enrollment period only when a Life Changing Event has occurred with such examples as described below.

Qualifying Life Events:

- New Birth/Adoption/ Legal Guardianship of a child
- Marriage/New Domestic Partnership
- Loss/Gain of Coverage
- Overage Dependent - Dependent Child no longer meets the requirement age (26 years)
- Dependent becomes Disabled
- Legal Separation or Divorce
- Death

- Court Ordered Coverage
- Entitlement to Medicare/Medicaid
- Child reaches age 13 and is no longer eligible under a Dependent Care FSA (DCFSA)
- Change in childcare or elder care provider, change in cost, or change in coverage (this applies to DCFSA only).
- Moving to a different zip code or county that changes health plan area
- Returning from active military duty

The benefit effective date would be the 1st of the month following any Qualifying Life Event Date. Please note all Life Events must be submitted within thirty-one (31) days from the Life Event date to be approved and accompanying documentation must be provided.

5.3 Retirement Savings Plan

The organization sponsors a 403(b) Retirement Savings plan through Voya Financial, available to employees aged 18 or older who are Full Time, Part Time, seasonal and temporary. - Employees may defer between 1% to 100% of their compensation on a pre-tax and/or Roth basis, up to the annual IRS allowable maximum.

Employee will be automatically enrolled into the organization sponsored 403(b) Retirement Savings plan .If the employee does not decline to enroll OR make an election, the organization will automatically withhold 3% of the employees compensation on a pre-tax basis, and deposit it into the plan. Additionally, contributions will automatically increase each year by 1%, until a maximum of 10%. If an employee takes no action, they will be automatically enrolled effective 1st of the month coincident with or next following 90 days of service.

Employer Matching:

The company may make a matching contribution at any time. The current company match is: 100% of your elective deferral, at a maximum of 10% of your eligible plan compensation, calculated per pay period. (Company match is based on the company meeting its financial goals and can be changed at any time.) Some job classes are excluded from the company match. Please see People Services for more information.

Vesting:

Full vesting occurs after three (3) years of service, with prior school/charter employment potentially counting towards the total years of service.

Employees will receive quarterly statements detailing their retirement benefits. Additional information about the Retirement Savings Plan is accessible at www.voya.com.

5.4 Education Assistance Program

The organization has a long-term commitment to recruiting and retaining teaching, administrative, and support employees with the knowledge, skills and abilities to support the organization's mission to change lives. To honor our commitment, the organization support academic activities and encourage employees to pursue additional formal education in an effort to enhance knowledge and skills, thus improving potential for future opportunities.

Education Assistance Program applications and disbursements are issued twice a year. The organization offer reimbursement to regular, full-time employees who have completed one (1) consecutive year of full-time active employment with the organization to be eligible for payout of the benefit. Eligible employees may request up to \$5,250 a calendar year in educational expense reimbursement. Employees should meet with their supervisors prior to signing up and registering in any courses or programs to ensure eligibility.

The Educational Assistance Program provides financial assistance to help cover costs paid by the employee for educational expenses associated with approved educational programs. Please note that the organization does not reimburse employees for educational expenses paid for by student loans. The employee is prohibited from resubmitting a course that has already been included in a prior reimbursement request. Please refer to the Education Assistance Policy for additional information and complete requirements.

To participate in the Program, the employee must complete an Education Assistance Program Request Form and obtain Supervisor/Management approval. The form is to be submitted to the Benefits Department for additional authorization. If the employee's application meets the Program's eligibility requirements, the employee will be advised of approval and the amount approved. If the employee's application does not meet Program requirements, then the employee will be notified.

The Education Assistance Program policy and reimbursement amounts are subject to change at the discretion of the Organization. Any modifications to this program will be communicated to employees.

5.5 Employee Assistance Program

To promote work-life balance, the organization provides confidential and voluntary assistance through multiple Employee Assistance Programs (EAP) to all employees and their eligible family members. The EAP consists of various services: Counseling by a Masters' or Ph.D. level counselors, Travel Assistance Identity Theft Recovery, among others.

The EAP is strictly confidential and is designed to safeguard an employee's privacy. There is no charge for employees or their families to access the EAP. EAP advisors may suggest a referral to an outside resource, such as a therapist, agency, medical provider, treatment facility or other professional if the situation deems appropriate in order to assist in resolving the problem or situation. Additional fees may apply to use of outside resource services. The organization encourages employees to take advantage of these valuable benefits. For more information on the EAP plan please contact the Benefits Department at Benefits@llac.org.

Participation in the EAP does not jeopardize employment or promotional opportunities. However, it does not excuse the employee from following organization policies and procedures or from meeting required standards for satisfactory job performance except where specific accommodations are required by law.

5.6 Health and Wellness

The organization values the health of its employees and encourages employees to take advantage of the organizational wellness opportunities provided. Participation does not require disclosure of medical history, nor will it discriminate against an employee based on their health status.

5.7 Paid Family Leave Program

California has enacted a program called Paid Family Leave (PFL) that provides eligible employees with payments for up to eight (8) weeks of benefits, in a twelve (12) month period, for work lost due to certain qualifying temporary disabilities. All employees who are currently having payroll deductions made by their employer to the State Disability Insurance (SDI) fund will be eligible for PFL benefits.

Any eligible employee who is unable to work or telework due to the sickness or injury of a child, spouse, parent, parent-in-law, grandparent, grandchild, sibling or registered domestic partner, or the birth, adoption, or foster care placement of a new child of the employee or registered domestic partner will qualify for partial compensation for lost wages under the PFL program.

PFL benefits are available for eligible employees to

- Care for siblings, spouse, registered domestic partner, grandparents, grandchildren, and parent-in-law
- bond with a new child
- participate in a qualifying event resulting from a family member's (spouse, registered domestic partner, parent, or child) military deployment to a foreign country.

The organization is not involved in Paid Family Leave benefit determinations made by the Employment Development Department (EDD).

5.8 COBRA/Cal-COBRA

When coverage under the organization's medical, vision and/or dental plans end, employees or their dependents can continue coverage for eighteen (18), twenty-nine (29), or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the organization's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

The organization will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the organization within thirty (30) days of the event. The organization will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;

- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- The organization stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

5.9 Workers' Compensation Insurance

The organization complies with State Workers Compensation Act and provides Workers' Compensation no-fault insurance coverage for all employees to protect them in the event of an on-the-job injury, illness or exposure. The organization pays the full cost of the insurance. If the applicable insurance carrier determines that the employee cannot work because of on-the-job injury, illness or exposure, the employee will be placed on a Workers' Compensation Leave of Absence in accordance with the laws of the State of California. A Workers' Compensation Leave may be designated in conjunction with State and Federal family and medical leaves.

The employee's supervisor, in conjunction with People Services, will take the necessary steps, in accordance with applicable state law, to report a Workers' Compensation injury. The organization will adhere to government and/or public health reporting, recording, and notification requirements to the Workers' Compensation insurance carrier and public health authorities concerning communicable illness exposure or outbreak at the workplace.

A full release from the attending medical provider is required to return to work (any medical restrictions will be reviewed through the interactive process on a case-by-case basis by People Services).

SECTION SIX: TIME OFF AND LEAVE OF ABSENCE

6.1 Holidays and Holiday Pay

The organization observes twelve (12) holidays and employees receive paid time off for the following holidays:

New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Lincoln's Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Juneteenth	Christmas Day

Eligibility:

The following situations should be noted regarding holiday pay:

- Regular, full-time are eligible and will be paid their regular base pay for organization designated holidays and the discretionary approved organization-wide breaks.
- Regular, full-time employees on a Leave of Absence will be paid for discretionary approved organization-wide breaks.
- Regular, full-time employees on Leave of Absence will not be paid for Holiday if it falls outside discretionary approved organization-wide breaks.
- When an eligible employee terminates their employment and the last day of work is the day before a holiday, the eligible employee will not be paid for the holiday.
- Regular part-time employees will be paid holiday pay; only if the holiday falls within a discretionary approved organization-wide break.

The organization maintains an academic calendar and reserves the right to observe other periods of time off throughout the academic year.

6.2 Vacation Time

The organization offers paid vacation time to eligible employees for their rest and recreation away from work. Because we believe that time away from work is beneficial for rest and rejuvenation, we do not allow employees to take pay in lieu of vacation time, except upon separation from employment.

Eligibility:

- Regular, full-time employees are eligible to begin accruing vacation on their first day of full-time employment.
- Temporary, seasonal, and regular part-time employees are **not** eligible to accrue vacation time.

Accrual:

Regular eligible employees may accrue a maximum of ten (10) days of vacation time per calendar year for the first five (5) years of employment (unless noted in the table below). After five (5) years of continuous employment, vacation time shall start accruing for fifteen (15) days per year. After ten (10) years of continuous employment, vacation time shall start accruing for twenty (20) days per year. Directors, Area Superintendents, and Vice Presidents will accrue vacation time as specified below. The below is a chart explaining how the organization calculates vacation accrual by job classification. This chart may be amended to accommodate changes in policy.

I. Regular, full-time employee accruals	
Years of Qualifying Service	Maximum Annual Vacation Accrual (Days Per Calendar Year)
Less than 5	10
5 but less than 10	15
10 or more	20
II. Directors, Area Superintendents, Vice Presidents	
Less than 5	15
5 but less than 10	20
10 or more	25

The maximum accrual rate will be capped at the annual accrual rate, which depends on the length of continuous employment, plus fifteen (15) additional days in any calendar year. Vacation time is cumulative and not to exceed fifteen (15) additional days in any calendar year, unless approved by a Division Vice President or an Officer of the organization.

After the maximum vacation accrual has been reached, employees will stop accruing vacation time until the surplus is used. Therefore, we encourage eligible employees to use all accrued vacation benefits on a timely basis. No negative accrual balance will be allowed. The organization reserves the right to modify the vacation accrual benefit.

To earn vacation time, an employee must be “actively employed”. “Actively employed” does not include any period of unpaid absence, and no vacation time shall be earned during such absence. Employees out on paid sick time will still accrue vacation time.

The date on which the employee’s vacation takes place should be arranged a minimum of ten (10) days or more in advance and the dates must be approved by the employee’s supervisor. Vacation dates shall be arranged so as not to conflict with departmental peak work periods and shall not be arranged in a manner that might cause undue hardship to the organization.

Use:

Vacation requests are granted in the order received. Extenuating circumstances will be reviewed by a supervisor. Employees may utilize vacation time to observe religious holidays not covered in the Holiday policy. Vacation time may be used when an employee is unable to report to work due to severe weather conditions.

Payment:

Payment of vacation time shall be made at the employee's regular rate of pay at the time of vacation and shall not include any premium or differential payment. Vacation time is not considered “hours worked” for purposes of calculating overtime.

Vacation Pay Out:

Unused accrued vacation will be paid out when an employee employment classification changed from full-time to part-time and/or when an employee is assigned to another organization within the Organization/Learn4Life network and when employment ends or upon termination.

6.3 Sick Time

The organization offers paid sick time to help prevent loss of earnings that may be caused by accident or illness, for preventative care (including annual physicals or flu shots) or diagnosis, care or treatment of

existing condition, or for a specified purposes if employee is a victim of domestic violence, sexual assault or stalking.

Employees may also use sick accrual to assist an immediate family member which includes spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle). or designated person (i.e. one who is related to the employee by blood or affinity whose close association with the employee is the equivalent of a family relationship who must receive preventative care or a diagnosis, treatment, or care for an existing health condition).

Eligibility:

- Temporary, seasonal, and regular full-time and part-time employees are eligible to accrue sick time.
- Employee who works at least thirty (30) days for the same employer within twelve (12) months are eligible.
- Employee may use accrued sick time beginning on the 90th day of employment.

Accrual:

Employees are eligible to begin accruing sick hours on their first day of employment. Sick time is cumulative. Unused sick accruals carry forward accrued sick time not used during the year. The chart below explains how the organization calculates sick accrual based on number of hours an employee works.

Hours Worked	Annual Accruals
Part-Time Employee	dependent on part- time hours worked
6-Hour Employee	40 Hours
7-Hour Employee	42 Hours
8-Hour Employee	48 Hours

Employees available sick hours/days will be available on pay stub, or on a document issued the same day as paycheck. Records showing how many paid sick hours or days earned and used will be stored on a document available to employees electronically via the payroll system.

Use:

Employees may determine how much available sick time to use. No negative accrual balance will be allowed.

Extended Use:

Eligible employees who are ill or injured and anticipate being away from work for more than five (5) business days should speak with their health care provider and People Services for information about Leave of Absence (LOA) - and State Disability Insurance benefits.

Payment:

Payment of sick leave taken by an employee will be no later than the payday for the next regular payroll period after the sick leave was taken. Payment shall be made at the employee's regular rate of pay at the time of sick leave and shall not include any premium or differential payment. Sick time is not considered "hours worked" for purposes of calculating overtime.

The organization does not pay employees for unused sick leave, and accrued sick leave is not paid out upon separation of employment. If the employee's employment ends and later re-employed by the organization,

additional policies may apply with regard to reinstatement of accrued sick leave. People Services can be contacted for additional information.

In keeping an employee-centered focus, the organization may seek to modify the Sick accrual policy and accrual benefit to accommodate changes in policy and accordance with local laws and regulations. Changes to the policy will be communicated to employees.

Rehire/Reinstatement:

Employees who are later re-employed by the organization, within 12 months from the previous separation date, unused, accrued sick hours will be reinstated (restore). Unused sick time will not be re-instituted/restored if re-employment is more than 1 year. People Services can be contacted for additional information.

6.4 Leave of Absence

Sometimes employees may need to take time off work in the form of a Leave of Absence (LOA). Employees of the organization may be eligible for unpaid leave of absence in accordance with applicable leave laws. Leave of absence may be taken on a continuous or intermittent basis.

Intermittent LOA

Under some circumstances, eligible employees may take a leave of absence on an intermittent or reduced schedule basis when medically necessary. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as to unduly disrupt the organization's operations with supporting medical documentation. Intermittent leave can be taken in increments of no less than fifteen (15) minutes. The organization's request procedures as outlined in the policy herein regarding "Absences" apply during intermittent leave.

Request/Notification

Employees must notify their supervisor first and People Services - Leave of Absence Department in advance of the - potential leave, or, in the case of medical disability or emergency, as soon as possible after the disability or emergency occurs. A Leave of Absence Request must be submitted to the Leave of Absence Management System. If the need for leave is foreseeable (for example, in cases of military, pregnancy leave, or baby bonding), or if an intermittent leave is required, the organization requires at least thirty (30) days' notice of the intention to take leave, prior to the date leave is to begin. The notice must set forth the reason for the leave, as well as the anticipated start date and duration of the leave. If the leave is **not** foreseeable, as in cases of medical emergency or other unforeseen events, thirty (30) days' advance notice is not required, employee must give verbal notice as soon as possible. This verbal notice must immediately be followed with written notice, but not later than seventy-two (72) hours after employee has begun the emergency leave.

Compensation During LOA

Generally, leave of absence is unpaid by the organization. However, employees may apply for State Disability Compensation. Employee will be compensated for all discretionary approved organization-wide breaks that fall within the same time period.

Use of Accruals

Use of accrued sick or vacation benefits provides pay during the LOA until the accrued time is exhausted; however, using accrued time does not extend the period of the leave. Employees are required to use accrued sick time at the beginning of the employee's own medically driven leave. After accrued sick time is exhausted, an employee may use accrued vacation time.

Return to Work/Reinstatement

An employee who takes LOA, must return to work on the next regular working day after the approved leave of absence ends. Failure to return to work promptly at the end of leave, without prior approval from the organization, it will be assumed that the employee voluntarily resigned.

If an employee is not ready to return from a leave of absence before the scheduled date of return, the employee must notify and submit supporting medical documentation to People Services as soon as practical to request a new scheduled date of return.

Except as required by law, the organization cannot guarantee that the employee's position will still be open when returning from LOA. Under most circumstances, the employee will be reinstated to the same position held at the time the leave began. If the original position is no longer available due to business or operational needs, the organization will try to find a comparable job with comparable pay, benefits, and other employment terms and conditions.

An employee returning from a LOA has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee's position has been eliminated during the leave and there is no comparable job available, the employee would not be entitled to reinstatement.

Employees returning from a medical LOA are required to provide a signed release from their health care provider that releases them from care and outlines any job duty limitations, if applicable. The organization reserves the right to determine whether a limited/modified duty release can be accommodated.

Health Insurance Benefits During Leave of Absence (LOA).

If an employee is eligible for health insurance benefits at the start of their Leave of Absence (LOA), the organization will maintain those benefits to the extent required by law. However, the employee must continue to pay their portion of the premium costs, if applicable. People Services will notify the employee of their payment obligations, and the employee must remit payment each month while on leave to maintain their health insurance coverage.

If paid leave is used for any portion of an approved LOA, premium payments may be deducted directly from the employee's paycheck. If benefits are terminated during the leave for any reason, the employee may re-enroll upon their return from LOA.

If an employee does not return to work after an approved leave, they will be required to reimburse the organization for any premiums paid on their behalf during the leave, in accordance with applicable law.

Termination of Health Benefits

Health benefits coverage will be terminated for any employee who is not actively reporting hours for more than six (6) months and/or has exhausted their protected leave.

Fringe Benefits During LOA

Accumulated fringe benefits, such as retirement and service year credit, will be preserved at the level accrued as of the start of the leave, but will not continue to accrue during the leave period.

Emergency Leave of Absence

The organization will make reasonable, good faith efforts to comply with new federal or state Leave of Absence laws enacted in response to public emergencies. Some emergency leave laws may have statutory time limitations and set expiration dates. The organization will communicate any relevant information about new leave laws to employees in a timely manner.

For details on employee eligibility and provisions related to emergency leaves of absence, please visit the organization's Intranet or contact People Services - Leave of Absence.

Listed below are the types of leaves of absence or accommodation permitted by the organization.

6.5 Family and Medical Leave Act and California Family Rights Act

This policy outlines the organization's compliance with the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). These laws entitle eligible employees to take up to 12 workweeks of FMLA/CFRA leave (or up to 26 workweeks for military-related leave, where applicable) within a 12-month period for the purposes specified below.

Employee Eligibility Criteria

To be eligible for FMLA/CFRA leave, the employee must have been employed by the organization for a total of at least twelve (12) months, and worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the organization has at least fifty (50) employees within seventy-five (75) miles (except for purposes of CFRA where the organization must only have at least five (5) employees).

Qualifying Reasons for a FMLA/CFRA Leave

The twelve (12) workweeks (or twenty-six (26) workweeks were indicated for Military) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the organization, they will be entitled to a separate twelve (12) weeks of leave under CAFRA for the purpose of baby bonding (if otherwise eligible), which cannot be loaned or otherwise assigned from one employee to the other.
2. To care for the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of their job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the organization's separate pregnancy disability policy).
 - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits them to the facility with the expectation that they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. "Incapacity" means the inability to work, attend the organization, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.

3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship.
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

Amount of FMLA/CFRA Leave Which May Be Taken

1. FMLA/CFRA leave can be taken in one (1) or more periods but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for anyone, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.
3. The "twelve-month period" for taking twelve (12) weeks of FMLA and CFRA leave is determined on a rolling calendar basis
4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the organization's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Break, the days the organization's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Pay during FMLA/CFRA Leave

1. An employee on FMLA/CFRA leave for their own serious health condition are required to use all accrued paid sick at the beginning of their leave. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the organization and the employee may agree to have organization-provided paid leave, such as vacation or sick leave, as wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may elect to use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.

3. If an employee has exhausted their sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
4. The receipt of sick leave pays, or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick leave pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

Health Benefits during Leave

The provisions of the organization's various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by the organization during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, the organization will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of their group health coverage, the organization will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

The organization may recover the health benefit costs paid on behalf of an employee during their FMLA/CFRA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if they work less than thirty (30) days after returning from FMLA/CFRA leave; and
2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

Service Year An employee on FMLA/CFRA leave remains an active employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority they had when the leave commenced.

Medical Certifications

1. An employee requesting FMLA/CFRA leave because of their own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the organization, or a medical note signed by the health care provider. Absent extenuating circumstances, failure to provide the required certification or a medical note in a timely manner (within fifteen (15) days of the organization's request for certification or a medical note) may result in denial of the leave request until such certification is provided.
2. The organization will notify the employee in writing if the certification or a medical note is incomplete or insufficient and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The organization may contact the employee's health care provider to authenticate a certification as needed.
3. If the organization has reason to doubt the medical certification or a medical note supporting a leave because of the employee's own serious health condition, the organization may request a second opinion by a health care provider of its choice (paid for by the organization). If the second opinion differs from

the first one, the organization will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to designated People Services. An employee asking for a Request for Leave form will be given a copy of the organization's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or their qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the organization's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the organization will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which they are qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The organization will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the organization will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of their own serious health condition, the employee must obtain a certification or a medical release from their health care provider that they are able to resume work with or without accommodations.

4. If an employee can return to work with limitations, the organization will evaluate those limitations and, if possible, will temporarily accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the organization.

6.6 State Disability Insurance (SDI)

Employees who are absent because of their own disability may be eligible for State Disability Insurance (SDI) benefits.

As a California employee, payment for State Disability Insurance (SDI) is through payroll deduction and should apply for State Disability Insurance benefits whenever medically unable to work due to an illness or injury outside of the workplace and are unable to work for one week. Claim forms are available from doctor, hospital or the Employment Development Department (EDD). The organization is not involved in SDI benefit determinations made by the EDD.

State Disability Insurance benefits do not replace usual wages. State Disability Insurance benefits will not be supplemented while using accrued sick time or vacation time.

6.7 Pregnancy Disability Leave

This policy explains how the organization complies with the California Pregnancy Disability Act, which requires the organization to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to themselves, the successful completion of their pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave

Pregnancy Disability Leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's Pregnancy Disability Leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by-case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the organization. The organization is not required to provide an indefinite leave of absence as a reasonable accommodation.

Pay during Pregnancy Disability Leave

1. An employee on Pregnancy Disability Leave must use all accrued paid sick time and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick pay, or state disability insurance benefits, will not extend the length of Pregnancy Disability Leave.
3. Vacation and sick pay **do not** accrue during any period of unpaid Pregnancy Disability Leave.

Health Benefits during Pregnancy Disability Leave

The organization shall provide continued health insurance coverage while an employee is on pregnancy Disability Leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. The organization can recover premiums that are already paid on behalf of an employee if **both** of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires; and
2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy Disability Leave.
 - There is a non-pregnancy related medical condition requiring further leave; or
 - Any other circumstance beyond the control of the employee.

Service Year

An employee on Pregnancy Disability Leave remains an employee of the organization and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

Medical Certifications

1. An employee requesting a Pregnancy Disability Leave must provide medical certification from their healthcare provider or on a form supplied by the organization. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request Pregnancy Disability Leave by completing a Request for Leave form and submitting it to People Services. An employee asking for a Request for Leave form will be referred to the organization's then current pregnancy disability leave policy.

2. Employee should provide not less than thirty (30) days' notice or as soon as it is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for Pregnancy Disability Leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the organization's operations.
4. Pregnancy Disability Leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which they are qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The organization will respond to a Pregnancy Disability Leave request within five (5) days of receiving the request. If a Pregnancy Disability Leave request is granted, the organization will notify the employee in writing and leave will be counted against the employee's Pregnancy Disability Leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the Pregnancy Disability Leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
2.
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the Pregnancy Disability Leave; or
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The organization will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

3. In accordance with organization policy, before an employee will be permitted to return from a Pregnancy Disability Leave of three (3) days or more, the employee must obtain a certification from their healthcare provider that they are able to resume work with or without limitations.
4. If the employee can return to work with limitations, the organization will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the organization.

6.8 Reproductive Loss leave

The organization provides employees with Leave for a “reproductive loss event,” which includes a miscarriage, a failed surrogacy, a stillbirth, an unsuccessful “assisted reproduction” (such as artificial insemination or embryo transfer), or a failed adoption.

All regular, full-time, or part-time employees are eligible to apply for a Reproductive Loss Leave of absence without pay if they have been employed with the organization for at least thirty (30) days prior to the commencement of the Leave. Employee may utilize accrued time off (Sick or Vacation) for compensatory coverage during this period. An employee can request up to five (5) days of Reproductive Loss Leave following each reproductive loss event. These days may be nonconsecutive to provide flexible scheduling. While the five days of leave do not need to be taken consecutively, the leave must be completed within three months of the reproductive loss event

If an employee experiences multiple reproductive loss events within a 12-month period, the total cumulative Leave granted by the employer is not to exceed 20 days within that period.

6.9 Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a twelve (12) month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave (“Donor Leave”), the employee must have been employed by the organization for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the organization that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The organization may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

6.10 Victims of Abuse Leave

The organization provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or certain other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee’s own health, safety or welfare, or that of the employee’s child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for any of the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;

- Obtain services from a domestic violence shelter, program, or rape crisis center;
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking; or
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide the organization with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide the organization one (1) of the following certifications upon returning to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking;
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court;
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking; or
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, the organization will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact People Services.

6.11 Bereavement Leave

Employees who have worked for the organization for at least thirty (30) days are eligible to take up to five (5) paid days of bereavement leave due to the death of a covered family member. If additional time is needed to manage the affairs of the deceased or for personal reasons, employees may request to use accrued vacation or sick time or take unpaid leave.

Verification of the need for bereavement leave is required and must be submitted with the employee's timesheet.

A covered family member includes:

- Spouse, domestic partner, or cohabitant
- Child, stepchild, or grandchild
- Parent, stepparent, or grandparent
- Great-grandparent
- Mother-in-law, father-in-law, son-in-law, or daughter-in-law
- Brother, sister, half-sibling, or stepsibling
- Brother-in-law or sister-in-law
- Aunt, uncle, niece, nephew, or first cousin (a child of an aunt or uncle)
- A designated person: someone related by blood or affinity whose close association with the employee is equivalent to a family relationship.

6.12 Military and Military Spousal Leave of Absence

The organization provides military leave of absence to employees who must be absent from work due to service in the uniformed services, in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Employees requesting military leave must provide advance written notice unless military necessity or circumstances make such notice impossible or unreasonable.

Health Benefits During Military Leave

For military leave lasting 30 days or fewer, the organization will continue the employee's health benefits. For service exceeding 30 days, employees may choose to continue their health benefits under COBRA at their own expense.

Use of Paid Time Off

Employees may opt to use accrued vacation or paid time off (PTO) as wage replacement during their military service, provided such time off accrued before the leave.

Reinstatement After Military Leave

Employees returning from military leave (excluding those in the National Guard) will be reinstated to their original position or a comparable role in terms of service years, status, and pay, provided they present a certificate of satisfactory service completion and apply for reinstatement within 90 days after release from active duty or within any extended period required by law.

For National Guard members:

- If the employee held a full-time position, they must apply for reemployment within 40 days of release from active duty.
- If the employee held a part-time position, they must apply for reemployment within five (5) days of release from active duty.

Credit for Hours of Service

Employees returning from USERRA-covered service or California state military leave will be credited with the hours of service they would have accrued had they not been absent, in compliance with applicable laws.

Military Spousal Leave

The organization grants up to 10 days of unpaid leave to employees who work more than 20 hours per week and are spouses of deployed military servicemembers. This leave may be taken while the military spouse is on leave from deployment during a time of military conflict.

To be eligible for military spousal leave, employees must provide:

1. Notice of intent to take leave within two (2) business days of receiving official notice of the military spouse's leave from deployment.
2. Documentation certifying the military spouse's leave from deployment during the requested leave period.

1.

Compliance with Applicable Laws

Exceptions to this policy will be made as necessary to comply with all applicable federal and state laws.

6.13 School Activities Leave

As required by law, the organization permits employees who are parents or guardians (including stepparents, foster parents, or grandparents) of children from kindergarten through grade twelve (12), or children enrolled with a licensed childcare provider, to take up to forty (40) hours of unpaid time off per school year. This leave

allows participation in school or childcare activities and is limited to a maximum of eight (8) hours in any calendar month of the school year.

If more than one (1) parent or guardian is employed by the organization, the employee who submits their leave request first will be granted the time off. Additional time off will be permitted if the school requires the employee's appearance.

Notice and Verification Requirements

- Employees must provide **reasonable advance notice** of the planned absence.
- Accrued but unused paid leave (e.g., vacation or sick leave) must be used to receive compensation during the absence.
- For participation in school or childcare activities, employees must provide verification of their participation as soon as practicable.
- For required appearances, employees must submit a copy of the school's notice requesting their presence.

6.14 Jury Duty/Witness Leave

The organization provides up to five (5) paid workdays of leave for regular, full-time exempt and non-exempt employees called to serve as a juror or witness in a trial, unless otherwise approved by Senior Management.

Notification Requirements

Employees must notify their supervisor within forty-eight (48) hours of receiving a jury summons or subpoena.

Attendance and Documentation

Employees are required to provide documentation verifying the required dates of attendance.

Partial-Day Release

If released from court service after serving a partial day, employees are expected to report to work to complete the remainder of their workday unless alternative arrangements are made with their supervisor.

6.15 Time Off for Adult Literacy Programs

The organization is committed to supporting employees who face challenges with illiteracy. If an employee discloses an issue with illiteracy and requests assistance, the organization will provide reasonable accommodations, including helping the employee identify and enroll in adult literacy education programs. While employees are responsible for covering the costs associated with enrollment, the organization will assist by providing information about local literacy programs and, where feasible, may arrange for a literacy education provider to visit its location(s).

Employees who wish to disclose an issue with illiteracy and seek assistance should contact People Services. The organization will take all reasonable measures to protect the employee's privacy. Nonexempt employees may use accrued vacation pay, if available, to compensate for any missed work hours while attending literacy classes.

6.16 Voting

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, they may take off enough working time to vote. Time off for voting should be taken at the beginning or end of the regular working shift, whichever provides the most additional time for voting. The time taken off will be combined with the time available outside of working hours.

Employees may take a maximum of two (2) hours off during an election day without loss of pay under these circumstances. Employees requesting time off to vote should, whenever possible, provide their supervisor with at least two (2) days' notice prior to the election.

6.17 Personal Leave

A personal leave of absence without pay may be granted at the organization's discretion and is limited to medical reasons only. Requests for personal leave should be made for exceptional circumstances requiring an absence exceeding two (2) weeks. Shorter absences are typically handled as unpaid time off, approved directly by your manager, and are not classified as personal leaves of absence.

Personal leaves of absence are limited to a maximum duration of thirty (30) consecutive calendar days and cannot be taken intermittently. Personal leave may only be granted once per calendar year. Any request for extended time off under the Personal Leave designation requires prior approval from People Services.

APPENDIX A: HANDBOOK AND COMPLIANCE WITH HANDBOOK ACKNOWLEDGEMENT

I hereby acknowledge that I have received a copy of the Employee Handbook for the organization and will read all of its provisions. I agree to abide by the provisions of this Handbook, and any future changes, at all times during my employment. I understand that if at some point during my employment, I no longer agree to abide by the provisions contained in this Handbook or any future changes to organization policies, I must notify People Services and that my employment with the organization may cease. I understand that by continuing in my employment, I am reaffirming my agreement to abide by then-current organization policies.

I understand that the organization retains the right and sole discretion to modify, delete, or add to any of the policies set forth in the Employee Handbook at any time with notice to employees. I understand that no supervisor has the authority to modify, delete, or add to the policies in the Handbook, and that in the event of a conflict between the terms of the Handbook and anything told to me by a supervisor or co-worker, the terms of the Handbook shall govern. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the organization.

I also understand that my employment with the organization is on an at-will basis and is not for any specific period of time. This means that I am free to resign at any time and that the organization has the right to terminate my employment at any time, with or without cause, and with or without advance notice. Employment at-will also means that the terms and conditions of my employment may be changed at any time, with or without cause and with or without notice, including but not limited to transfer, promotion, demotion, compensation, benefits, duties, work hours, and location of work.

I further understand that I will continue to be an at-will employee at all times during my employment regardless of my job position, status, compensation, or length of employment. The organization's discretionary use of any Corrective Action, counseling, or warning does not in any way change my at-will employment status. I understand the only way in which the organization's employment at-will policy can be amended or modified is by a written agreement signed by me and the CEO of the corporation operating the school. This acknowledgment represents the entire understanding between me and the organization with respect to my at-will employment and supersedes any and all prior or contemporaneous oral, written, or implied agreements, understandings and representations regarding this matter.

Date Handbook Received by Employee

Signature of the Employee

Date Signed

Printed Name of the Employee

APPENDIX B: ELECTRONIC SIGNATURE POLICY ACKNOWLEDGEMENT

I hereby acknowledge that I have read and agree to the organization’s electronic signature policy designed to comply with California’s Uniform Electronic Transaction Act (UETA, Cal. Civ. Code §§ 1633.1-1633.17) which policy reads as follows:

I understand, agree, and authorize all transactions relating to my potential employment or actual employment to be conducted by electronic means.

This means that the organization will rely upon my signature electronically for all electronic employment related documents or records signed by me in electronic format.

I understand that my electronic signature is any electronic sound, symbol or process attached to or logically associated with a record executed by me or adopted by me with the intent to sign the record.

The term electronic employment document or record means a contract or other record created, generated, sent, communicated, received or stored by electronic means.

I hereby acknowledge that this authorization is voluntary on my part and may be relied upon by the organization when determining whether I have received, understood and signed any and all employment related documents.

Signature of the Employee

Date Signed

Printed Name of the Employee

Signature of the Employer Representative

Date Signed

APPENDIX C: CONFIDENTIALITY AGREEMENT ACKNOWLEDGEMENT

Employees must keep matters relating to the organization's business confidential. These business matters include, but are not limited to, any of the following items:

No unauthorized disclosure of:

- Business or trade secrets and confidential proprietary information such as information regarding the development of systems, processes, products, know-how and technology.
- Intellectual property such as designs, ideas, or innovations.
- Any documents, emails, faxes, U.S. mail, or other materials that relate to the organization or employees of the organization.
- The organization's business dealings, including financial documents, data, transactions, etc.
- Student information and records.
- Personnel information and records.
- Confidential financial data, or other non-public proprietary organization information.
- Confidential information regarding business partners, vendors, or stakeholders.

No employee may use trade secrets or confidential proprietary information obtained during or through employment with the organization for the purpose of furthering current or future outside employment or activities, for obtaining personal gain or profit, or for any other purpose not related to the employee's work with the organization.

No employee may make unauthorized copies of organization business matters or information or remove organization business matters or information from organization premises without authorization.

At no time may an employee disclose business or trade secrets or confidential proprietary information without the organization's prior consent, except as may be necessary in the ordinary course of performing their duties as an employee of the organization.

Employees must promptly advise the organization of any knowledge that they may have of any unauthorized release or use of the organization's trade secrets or confidential proprietary information and shall take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining, or being furnished with any trade secrets or confidential proprietary information. During their employment, employees may not access confidential proprietary information which they are not authorized to access.

This policy also applies in a cybersecurity context. This policy applies at all times during employment. Employees who violate this policy will be subject to legal action and possible termination.

Employment is contingent upon signing the Confidentiality Agreement included in this Handbook. Employees should contact their supervisors with any questions regarding these provisions prior to disclosure or use of confidential proprietary information.

I have read and understand all of this agreement, and my signature below represents that I will comply with this agreement.

Signature of the Employee

Date Signed

Printed Name of the Employee

Signature of the Employer Representative

Date Signed

APPENDIX D: VOICEMAIL, EMAIL, AND USE OF ORGANIZATION TECHNOLOGY ACKNOWLEDGEMENT

organization-maintained systems: Voicemail and electronic mail (email) systems are maintained by the organization in order to facilitate organization business. Therefore, all messages sent, received, composed, and/or stored on these systems are the property of the organization.

Personal use extremely limited: These systems are to be used by employees in conducting organization business and are not for employees' personal use. The organization understands that on occasion, limited personal use may be necessary, and it is willing to accommodate such personal use of to a limited degree. However, personal use of email and the voicemail system, which interferes with an employee's work performance, will not be tolerated.

Privacy not guaranteed: The organization reserves the right to access an employee's organization voicemail (outgoing and incoming) and email messages at any time. Therefore, an employee's voicemail message or email must not indicate that their messages will be confidential or private. The existence of a password on either system is not intended to indicate that messages will remain private.

Erasure not reliable: Employees should be aware that even when a message has been erased, it still may be possible to retrieve it from a backup system. Therefore, employees should not rely on the erasure of messages to assume a message has remained private.

Message access: Messages on the voicemail and email systems are to be accessed only by the intended recipient and by others at the direct request of the intended recipient. However, the organization reserves the right to access messages on both systems at any time. Any attempt by persons other than the above to access messages on either system will constitute a serious violation of organization policy.

Harassment and discrimination: Messages on the organization's voicemail and email systems are subject to the same policies regarding harassment and discrimination, as are any other workplace communications. Offensive, harassing or discriminatory content in such messages will not be tolerated.

I acknowledge reading the policies in the Employee Handbook and this Appendix D, and I agree to follow said policies:

Signature of the Employee

Date Signed

Printed Name of the Employee

Signature of the Employer Representative

Date Signed

APPENDIX E: BUSINESS TRAVEL AND USE OF ORGANIZATION VEHICLES ACKNOWLEDGEMENT

The organization maintains a separate policy applicable to business travel and use of organization vehicles. This policy is available with the Risk Management Department. Employees who drive an organization vehicle (a vehicle owned, rented, or leased by the organization) will be required to show proof of a current driver's license. Employees who drive a non-organization vehicle (a vehicle that is not owned, rented, or leased by the organization) for organization business will be required to show proof of a current driver's license and proof of California minimum insurance. The organization participates in a system that checks the motor vehicle records of all such employees, with employee consent, to determine an employee's eligibility to drive on organization business.

Before an employee may engage in organization business travel or drive an organization vehicle, the employee must speak with the Risk Management Department regarding additional policies. Risk Management must verify that the employee meets organization requirements for business travel and use of organization vehicles, and the employee must agree to the additional organization policies regarding business travel and use of organization vehicles. All employees are prohibited from engaging in organization business travel and driving organization vehicles until this process has been completed. Employees approved by Risk Management for business travel and use of organization vehicles are required to report to Risk Management any convictions suspending or revoking their driver's license, or any convictions for driving while impaired, such as driving under the influence of alcohol or drugs.

Employees who use their own vehicles on organization business must carry California minimum insurance coverage and have a valid Driver License. Employees will be reasonably reimbursed for mileage. Reimbursement rates are subject to change at the organization's discretion, but the rate will always be at least that of the Internal Revenue Service's currently published rate.

Only hands-free technology cell phone use is permitted while driving on organization business or when driving an organization vehicle. Any employee who is involved in a traffic accident while on organization business or while driving an organization vehicle should never admit fault at the scene of the accident. Employees are encouraged to cooperate fully with law enforcement authorities, collect as much information as possible and return it to Risk Management. Employees injured as a result of the accident should seek immediate medical care and report information concerning the accident following receipt of medical treatment.

By signing and dating this acknowledgement, I am indicating that I have read, understand and will comply with all elements of the organization's policy on Business Travel and Use of organization Vehicles as contained in this Handbook, and that I will refrain from engaging in organization business travel or driving organization vehicles until I have been approved by Risk Management and have agreed to the additional policies.

Signature of the Employee

Date Signed

Printed Name of the Employee

Signature of the Employer Representative

Date Signed

APPENDIX F: MANDATORY ARBITRATION POLICY AND AGREEMENT ACKNOWLEDGEMENT

Except for claims for emergency equitable or injunctive relief which cannot be timely addressed through arbitration, **Mission Academy** and the employee signing below (each a Party and collectively, the Parties) agree to submit any claim, dispute or controversy arising out of the terms of the employee’s employment, compensation, employee benefits and health plans and this Mandatory Arbitration Policy and Agreement (Agreement) exclusively to private, confidential and binding arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. (JAMS). Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination and harassment, whether they be based on Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Family rights Act, or any other similar state, local or federal law or regulation), equitable law or otherwise. The following claims are excluded from arbitration: claims for medical and disability benefits under the California Workers’ Compensation Act; claims for unemployment insurance benefits which are brought before the California Employment Development Department, claims exempt from arbitration by the Federal Arbitration Act, claims brought under The Labor Code Private Attorneys General Act of 2004 or as otherwise required by state law that is not preempted by federal law. The current JAMS Streamlined Arbitration Rules & Procedures will govern the procedure for the arbitration proceedings between the Parties. The arbitration shall take place in **Los Angeles County, California**. The arbitrator in this matter shall not have the power to modify any of the provisions of this Agreement. The decisions of the arbitrator shall be final and binding on all provisions of this Agreement, and judgment thereon may be entered in any court having jurisdiction. As required by California law, the arbitrator’s fees and costs of services and the costs of an appeal, if any, shall be paid by **Mission Academy**. However, all costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys’ fees and costs shall be paid as the arbitrator or court awards in accordance with applicable law. The Parties hereby waive any rights to a jury trial on any dispute or claim covered by this agreement. This Agreement shall be bound by and construed in accordance with **California** law.

In the event any provision of this Agreement is held to be void, null or unenforceable, the remaining portions shall remain in full force and effect.

By signing and dating this Agreement, I am indicating that I have read, understand, and will comply with all elements of this Mandatory Arbitration Policy and Agreement. **DO NOT SIGN UNTIL THE EMPLOYEE HAVE READ THIS AGREEMENT.**

Signature of the Employee

Date Signed

Printed Name of the Employee

Signature of the Employer Representative

Date Signed

APPENDIX G: INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the organization the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Principal or the Corporate General Counsel at the Corporate Administration Office to express their work-related concerns.

Specific complaints of harassment, discrimination, and retaliation are addressed under the organization’s “Policy Prohibiting Harassment, Discrimination, and Retaliation.”

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when an organization employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Principal or designee:

1. The complainant will bring the matter to the attention of the Principal as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Principal or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is regarding the Principal or Area Superintendent, the complaint should be submitted to the organization’s Chief Executive Officer, or the attorney of the school if the complaint is about the CEO. The People Services or its designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The CEO or the attorney of the school’s decision regarding the complaints is also final.

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

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about an organization employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the Principal (but if the complaint concerns the Principal or Area Superintendent should be submitted to the organization’s Chief Executive Officer, or the attorney of the school if the complaint is about the CEO which shall comply with the procedures outlined above. The CEO or attorney of the school’s decision regarding the complaints is also final.

In processing the complaint, Principal (or designee) shall abide by the following process:

1. The Principal or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Principal (or designee) finds that a complaint against an employee is valid, the Principal (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Principal's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

1. **Confidentiality:** All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. **Non-Retaliation:** All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. **Resolution:** The Principal or Area Superintendent, (or Chief Executive Officer if a complaint is about the Principal, or the attorney of the school if the complaint is about the CEO). The People Services or its designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The CEO or the attorney of the school's decision regarding the complaints is also final.

APPENDIX H: HARASSMENT/DISCRIMINATION/RETALIATION PREVENTION ACKNOWLEDGEMENT

It is the policy of the organization that all its employees be free from harassment, discrimination, and retaliation. This form is provided for employee to report what they believe to be harassment, discrimination, or retaliation so that the organization may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

An employee of the organization may file this form with the Principal or People Services.

Please review the organization's policies concerning harassment, discrimination, and retaliation for a definition of such conduct and a description of the types of conduct that are considered.

The organization will undertake every reasonable effort to handle the investigation of the employee's complaint in a confidential manner. The organization will disclose the contents of employee's complaint only to those persons having a need to know. For example, to conduct its investigation, the organization will need to disclose portions of employee's factual allegations to potential witnesses, including anyone identified as having knowledge of the facts on which the employee is basing complaint, as well as the alleged offender.

In signing this form below, employee authorize the organization to disclose to others the information the employee has provided, and information employee may provide in the future. Please note that the more detailed information the employee provides, the more likely it is that the organization will be able to address the complaint to employee's satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the organization both because of the harm caused by such conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that the employee report the facts as accurately and completely as possible and that the employee cooperate fully with the person or persons designated to investigate the complaint. Employees also have right to file a complaint under the Department of Fair Housing Act and Equal Employment Opportunity. Additional information is available at [CRD | Civil Rights Department \(ca.gov\)](#) and www.eeoc.gov.

APPENDIX H-FORM 1: DISCRIMINATION, HARASSMENT, RETALIATION COMPLAINT

Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) the employee believes harassed, or discriminated or retaliated against, or someone else:

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 acknowledge that I have read and that I understand the above statements. I hereby authorize the organization 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.

Signature of Complainant

Date

Print Name of Complainant

Received by Employer Representative

Date

APPENDIX H-FORM 2: INTERNAL COMPLAINTFORM

Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) the employee has 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 employee 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 organization 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 providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date Signed

Employee Printed Name

Received by the organization Representative

Date Received

APPENDIX I: ELECTRONIC DEVICES AND COMMUNICATIONS, PRIVACY, SOCIAL MEDIA AND ARTIFICIAL INTELLIGENCE POLICY ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the organization's Electronic Devices and Communications, Privacy, Social Media and Artificial Intelligence Policy (the "Policy"). I understand that I am responsible for reading the information contained in the Policy and for knowing and complying with its terms during my employment with the organization.

I further understand that the Policy does not create a contract of employment or ANY contractual agreement, express or implied, whatsoever between the organization and me. I acknowledge and agree that my employment relationship with the Organization is "at will."

I also understand that the organization has the right to modify, rescind, delete or add any policies, procedures or benefits described in the Policy at any time without prior notice to me (with the exception of its at will employment policy and those policies required by applicable law). I further understand that the organization reserves the right to interpret any of the policies, procedures or benefits set forth in the Policy, consistent with applicable law. In addition, any prior discussions or instructions involving any topics addressed in the Policy are superseded by the Policy.

In the event that any policies, procedures or benefits in the Policy conflict with any policies, procedures or benefits set forth in the organization's employee handbook, the policies, procedures or benefits in the employee handbook shall control.

Please print your name, sign and date in the space provided below to acknowledge receipt of the Policy.

Signature of the Employee

Date Signed

Printed Name of the Employee

APPENDIX J: ELECTRONIC DEVICES AND COMMUNICATIONS, PRIVACY, SOCIAL MEDIA AND ARTIFICIAL INTELLIGENCE POLICY

Workplace Privacy

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of trade secrets and proprietary or confidential information, employees may not use any audio or video recording devices while on working time, without the express written permission of the Organization's Chief Operating Officer ("COO"). This includes, but is not limited to, recording virtual meetings held on Microsoft Teams, Zoom, or other similar platforms. For example, virtual meetings and trainings may not be recorded, without prior express written permission. Failure to abide by this policy may result in the imposition of discipline, including termination.

Employees also may not make audio or video recordings in work areas, unless the employee is engaged in protected activity related to improving the terms and conditions of his/her employment, such as documenting health and safety issues. Even then, audio and video recordings may not be made in restrooms, locker rooms, changing areas, and similar locations.

The company uses or may use video surveillance in public areas (not in restrooms, locker rooms or changing areas). The video surveillance will not include sound recording.

Electronic Media, Email, and Social Media

Email Policy

All employees will have access to email. Employees are required to abide by the Organization's policies and procedures concerning electronic media, email, social media, privacy, and telework when performing work on any device on the Organization's behalf.

Generally, there is to be no personal use of any electronic media on any Organization device during working and nonworking hours, including email. Employees are asked to refrain from personal use of any electronic media on any personal device during working hours, including cellular phones and email.

Employees should also be aware that they should not expect any level of privacy as emails may be monitored with or without notice to the employee.

Electronic Media Policy

Key definitions include:

Electronic Devices: Desktop computers, laptop computers, handheld devices, tablets, cellular phones, cellular watches, software/hardware, servers, storage drives, fax machines, pagers, and any other electronic communication device.

Electronic Communication: Emails, text messages, online posts, online messages, faxes, pages, and any other communication sent electronically.

Electronic Information: Any data created by an employee through electronic means.

General Policies:

Organization Property: Electronic Devices, Electronic Communications, and data transmitted through the Organization's servers are owned by the Organization. Electronic Communications created by an employee on behalf of the Organization belongs to the Organization.

Purpose: Electronic Communications on behalf of the Organization during working hours and non-working hours, on and off the Organization's premises, including telework, must comply with all policies of the Organization. Electronic Communications during working hours, on and off of the Organization's premises,

including telework, must comply with all policies of the Organization and should be for the purpose of conducting business on behalf of the Organization.

Care and Authorization: Electronic Devices must be maintained, kept clean, and not removed from premises without prior authorization.

Confidentiality: Information stored on Electronic Devices, such as student, parent, financial, employee, and contractual information, is property of the Organization and cannot be distributed without the express written permission of the Organization's COO. Employees are prohibited from disclosing the Organization's trade secrets and proprietary or confidential information.

Disciplinary Action: Violations, intentional or not, may result in disciplinary action, including termination.

Monitoring of Company Property

The Organization reserves the right to inspect its property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Electronic Devices and all Electronic Communications and electronic information are subject to monitoring, and no one should expect privacy regarding such use. The Organization reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of Electronic Devices, software, and Electronic Communications to ensure that no misuse or violation of the Organization's policies or any law occurs. E-mail may be monitored by the Organization and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Electronic Communications on the Organization's behalf or using Electronic Devices are subject to monitoring without notice. Periodic password changes may occur, and all communication technologies are the property of the Organization. The Organization retains the right to record and override passwords. Messages on Electronic Devices are subject to anti-discrimination, anti-harassment, and anti-retaliation policies. Offensive content is not tolerated and may result in discipline, including termination.

Employee passwords may be used for purposes of security, but the use of a password does not affect the Organization's ownership of the electronic information or ability to monitor the information.

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

Prohibited Use

All existing policies of the Organization apply to employee use of Electronic Devices, Electronic Communications, electronic information, and the Internet. This includes policies that deal with misuse of the Organization's assets or resources. It is a violation of the Organization's policy to use Electronic Devices, Electronic Communications, electronic information, or the Internet, in a manner that is discriminatory, harassing, retaliatory, abusive, or obscene; constitutes copyright or trademark infringement; violates software-licensing rules; is illegal; or is against any other policy of the Organization. It is also a violation of policy to use Electronic Devices, Electronic Communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any Organization Electronic Device is a violation of the Organization's policy against sexual harassment. This description of prohibited usage is not exhaustive, and it is within the discretion of the Organization to determine if there has been a violation of this policy. Employees that engage in prohibited use will be subject to discipline and/or immediate termination.

This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

Electronic Devices and Internet Use

The Organization provides Electronic Devices, Electronic Communications, electronic information and information technology resources, including the Internet, to its employees to help them do their job.

Generally, the Organization's resources and property should be used only for business related purposes; however, there are a few exceptions:

To send and receive necessary and occasional personal communications.

To use the telephone system, cell phones or smart phones for brief and necessary personal calls or messages; and

Accessing the Internet for brief personal searches and inquiries during mealtimes or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

Any personal usage of the Organization's property must not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, or tie up printers or other shared resources, or violate any policy of the Organization, including policies against harassment, discrimination, retaliation and disclosure of confidential or trade secret information. All policies relating to monitoring usage of the Organization's property and regarding telework apply.

Social Media

The Organization employs social media for specific business purposes. Internet-based programs like Facebook, LinkedIn, Instagram, TikTok and X (formerly Twitter) may be used for the Organization's goals. Only authorized individuals with the prior express written permission of the Organization's COO may represent the Organization through social media tools, the Organization's website, recruitment sites, and LinkedIn account. Users granted such permission must adhere to honest, accurate, and complete representation, following all policies of the Organization.

Personal use of the Organization's social media tools is prohibited and may result in disciplinary action, including termination.

Usage of personal devices during non-working times is allowed, but all applicable policies of the Organization, including those against discrimination, harassment, retaliation, bullying and abusive conduct, and protection of confidential information, still apply.

Employee-Owned Devices

Employees are asked to refrain from the use of their own personal communication devices, such as cellular phones, while on duty.

Personal calls on the employee's own equipment are considered the same as personal calls on the Organization's lines and is discouraged during working hours. Emergency phone calls are the only exception.

Personal calls on cellular phones should be made on breaks in a break room or in a location that does not disrupt or distract employees, students, or others associated with the Organization. Incoming cellular phone calls should only be answered on breaks away from work areas. The Organization asks that employees who carry cellular phones on the premises please put their phone on silent/vibrate mode or off during working hours so as not to disrupt the facility if an incoming call is received. For compliance reasons cellular phones with cameras are not to be used in any student areas or private areas (including restrooms, locker rooms and changing areas).

Telephone Monitoring

The Organization may monitor calls to enhance student and parent satisfaction and provide employee training. Directors, Managers, and Supervisors may listen to calls to ensure respect and responsibility towards parents, students, other employees of the Organization, and others, and for legitimate business purposes. Monitoring may occur at any time during business calls without prior notification, and employees are hereby notified that by accepting and continuing employment with the Organization, they have consented to the monitoring of calls.

Students, parents, and third parties are notified of possible monitoring. If a personal call is identified, monitoring is immediately suspended. Continuous excessive non-business calls may result in disciplinary action, including termination.

Employees are prohibited from recording conversations without express consent of all persons present, participating, or listening to the conversation. Violation of this policy may lead to disciplinary action determined by management.

Employer Property

Use of all property of the Organization, including cabinets, furniture, Electronic Devices, must adhere to all policies and procedures of the Organization.

Inspection rights are reserved, and prior authorization is needed for removal.

For security, valuable personal items should not be left in the workplace. Terminated employees must retrieve personal items promptly, as unclaimed items may be disposed of.

Artificial Intelligence

Generative Artificial Intelligence (“gAI”) and public generative AI tools (e.g., ChatGPT, Google’s Bard, Microsoft’s Bing, and Meta’s LLaMA (Large Language Model Meta AI)) (“AI Tools”) (gAI and AI Tools are collectively referred to as “AI”) are now widely available to produce text, images, and other media. They are not and should not be a substitute for employee-generated work. The Organization seeks to ensure that if and when AI is used, they are employed safely, responsibly, professionally, and effectively.

Information input into public AI and information produced by AI are subject to the Organization’s anti-discrimination, anti-harassment, and anti-retaliation policies. Employees may be subject to discipline for content input or content produced by AI.

It is important that users of AI verify AI-generated content to ensure accuracy before relying on or publishing the content, including documenting AI use, when appropriate. AI-generated information may be inaccurate or may contain copyrighted material. Users of AI must adhere to all other policies of the Organization, including those regarding Electronic Devices, Electronic Communications, information security, privacy, confidential and proprietary information, and trade secrets. Information that is private, confidential, or proprietary, or that contains the Organization’s trade secrets may not be input into AI Tools. Information entered into AI Tools could expose sensitive information to the public.

Employees should also be aware of and make efforts to guard against AI-based phishing and scamming. AI has made it easier to generate scam emails. Please report suspicious email messages to the Organization’s IT Department.

Employees who are concerned that sensitive information has been input into AI or who are concerned about information generated by AI, should contact their Director, Manager, or Supervisor immediately or report it to Organization’s IT Department.

Failure to abide by the policies set forth in this section may result in the imposition of discipline, including termination.



EXHIBIT U

School Safety Plan



School Safety Plan

Prevent, Prepare, Respond, Recover

Board-Approved 06/06/2025

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I. General Information

A. Introduction

California Education Code Section 47605(b) (5) (F) requires that each charter school shall develop a School safety plan, which shall be reviewed and updated annually by March 1.

Purpose of the Plan

The purpose of the School Emergency Operations Plan (School EOP) is to provide information on how to respond to emergency incidents by outlining the responsibilities and duties of School and its employees. Customization of this plan to meet Schools needs and circumstances is important. Developing, maintaining, and exercising the plan empowers employees to act quickly and knowledgably. The plan educates staff, faculty, students, and other key stakeholders on their roles and responsibilities before, during, and after an incident. This plan provides parents and other members of the community with assurances that School has established guidelines and procedures to respond to incidents/hazards in an effective way.

Scope of the Plan

The School EOP provides guidelines and procedures for dealing with existing and potential School incidents. The basic plan and the functional and hazard-specific annexes outline an organized, systematic method to mitigate, prevent, prepare for, respond to, and recover from incidents. The plan discusses the expectations of staff; roles and responsibilities; direction and control systems; internal and external communications; training and sustainability; authority and references as defined by local, state, and federal government mandates; common and specialized procedures; and specific hazard vulnerabilities and responses/recovery.

Coordination with Emergency First Responders

Various agencies and services are involved in responding to School incidents including emergency responders from Police Department, Fire Department, Emergency Management and Preparedness, Department of Public Health and other community organizations. An important component of the School EOP is advanced planning with various federal, state, and/or local agencies and community service providers to aid in timely communication and response to an incident. Advance planning may or may not include written agreements to help coordinate services between the agencies and School. If mutual aid agreements are created, a copy should be maintained with other important documents related to this emergency management plan. Advanced planning should specify the type of communication and services provided by one agency to another.

Situation Overview/Hazard Analysis Summary

School Population

- General Population
- Students
- Teachers and specialists
- Administrators/Support Staff
- Tutors/Instructional Assistants

A master schedule of where classes, grade levels, and staff are located during the day is provided to each classroom and is available hard copy and/or electronic in main office.

School is committed to the safe evacuation and transport of students and staff with functional needs. The functional needs population includes, but is not limited to, students/staff with:

- Limited English proficiency,
- Blindness or visual disabilities,
- Cognitive or emotional disabilities,
- Deafness or hearing loss,
- Mobility/physical disabilities (permanent and temporary),
- Medically fragile health (including asthma and severe allergies).

Students and/or staff may require additional assistance if they are temporarily on crutches, wearing casts, etc.

Classrooms containing students and staff that require additional assistance during an incident will be noted by an asterisk next to the room number during the applicable class period(s) on the

master schedule. The list of students and staff names with functional needs along with their schedules is available hard copy and/or electronic and location: in main office. A list of staff members that have been trained and assigned to assist the functional needs population during drills, exercises, and incidents is also available hard copy and/or electronic and location: in main office.

Building Information (Please see School Information Insert)

School is located on and includes one building, independent study instructions. All classes take place in main building. Map and/or floor plans of the buildings annotated with evacuation routes, shelter locations, fire alarm pull stations, fire hydrants, fire extinguishers, first aid kits, hazardous materials storage, and utility shutoffs is included as an addendum. All staff members are required to know these locations as well as how to operate the utility shutoffs.

Hazard Analysis Summary

School is exposed to many hazards which have the potential for disrupting the School community, causing casualties, and damaging or destroying public or private property. Understanding that the Office of Emergency Management maintains an Emergency Operations Plan (EOP) to address hazards and incidents, the School EOP has been developed to fit into the larger School EOP in the event of a large-scale incident.

Table 1 briefly discusses high-priority hazards that School has identified through a hazards assessment of each School building and its surrounding area, conducted either by School officials or in conjunction with officials of the School Office of Emergency Management and the County's Emergency Operations Plan, local law enforcement, fire, and other community safety partners.

<u>HIGH-PRIORITY HAZARDS</u>
Fire - Fire and Evacuation drills are to be done twice a year minimum
Drop Cover and Hold drills/scenarios twice per year
Chemical Spill - Minimal Risk
Active Shooter - Minimal Risk
Bomb Threat - Minimal Risk
Intruder/Hostage - Minimal Risk

Explosion - Minimal Risk
Covid-19 - High Risk (Infection Control Plan in <i>Covid-19 Return to In-Person Instruction Plan</i>)

Table 1-High Priority Hazards

Planning Assumptions and Limitations

Planning Assumptions

Planning assumptions allow for deviation from the plan if certain assumptions prove not to be true during operations. The following are standard assumptions. Additional assumptions may be needed depending on your School's circumstances:

- The School community will continue to be exposed and subject to hazards and incidents described in the Hazard Analysis Summary, as well as lesser hazards and others that may develop in the future.
- A major disaster could occur at any time and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible; however, some emergency situations occur with little or no warning. A single site incident (e.g., fire, gas main breakage, acute communicable diseases outbreak) could occur at any time without warning and
- The employees of the School affected cannot and should not, wait for direction from local emergency response agencies. Action is required immediately to save lives and protect School property. Acute communicable diseases' infection control procedures according to the latest public health guidance will be implemented immediately. (See COVID-19 Infection Control Procedures on Section V).
- Following a major or catastrophic incident, the School may have to rely on its own resources to be self-sustaining for up to 72 hours.

- There may be several injuries of varying degrees of seriousness to faculty, staff, and/or students. Rapid and appropriate response will reduce the number and severity of injuries.
- Outside assistance from local fire, law enforcement and emergency managers will be available in most serious incidents. Because it takes time to request and dispatch external assistance, it is essential for the School to be prepared to carry out the initial incident response until responders arrive at the incident scene.
- Proper prevention and mitigation actions, such as creating a positive School environment and conducting fire and safety inspections, will prevent or reduce incident- related losses. Maintaining the School EOP and providing frequent opportunities for stakeholders (staff, students, parents, emergency responders, etc.) to exercise the plan through live drills and table-top exercises can improve the School's readiness to respond to incidents. A spirit of volunteerism among School employees, students and families will result in their providing assistance and support to incident management efforts.

Planning Limitations

It is the policy of School that no guarantee is implied by this plan of a perfect incident management system. As personnel and resources may be overwhelmed, School can only endeavor to make every reasonable effort to manage the situation with the resources and information available at the time.

B. CONCEPT OF OPERATIONS

The overall strategy of a School EOP is to execute effective and timely decisions and actions that prevent harm, protect lives and property, mitigate damages, restore order and aid recovery.

This plan is based upon the concept that the incident management functions that must be performed by the School generally parallel some routine day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed in responding to an incident in the School. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the incident may

be suspended. The personnel, equipment and supplies that would typically be required for those routine functions will be redirected to accomplish assigned incident management tasks.

In addition, the incident may require coordinated operations with others. The key to successful operations is an organized command structure. It is important to understand that the School's command of the incident and the School's incident management structure may change once official emergency responders arrive on the scene. Emergency responders are knowledgeable in the Incident Command System (ICS) and may be best equipped to command the response to a specific incident. If this is to occur, the School may transition command of the incident to a more qualified Incident Commander (IC). These concepts are more fully discussed below.

It is critical for School administration officials and all segments of the community emergency response system to work together in advance of an incident to develop a working relationship and understanding of how the School's initial response would transition into the overall response to a critical incident at the School.

National Incident Management System

The National Incident Management System (NIMS) is a set of principles that provides a systematic, proactive approach guiding government agencies, nongovernmental organizations and the private sector to work seamlessly to prevent, protect against, respond to, recover from and mitigate the effects of incidents, regardless of cause, size, location, or complexity, to reduce the loss of life or property and harm to the environment. This system ensures that those involved in incident response/recovery understand their roles and have the tools they need to be effective.

School recognizes that staff and students will be first responders during an incident. Adopting NIMS enables staff and students to respond more effectively to an incident and enhances cooperation, coordination, and communication among School officials, first responders, and emergency managers. As part of its NIMS implementation, School participates in the local government's NIMS preparedness program to remain NIMS compliant and believes it is essential to ensure that response/recovery services are delivered to Schools in a timely and effective manner. NIMS compliance includes completing the following:

- Adopt the use of the Incident Command System (ICS). All staff and students who assume roles described in this plan will receive ICS-100 training.
- Complete NIMS awareness course IS-700 NIMS: An Introduction.

- Participate in local government's NIMS preparedness program and incorporate the School EOP into the Emergency Communication and Operation Center EOP.
- Train and exercise the plan. All staff and students are expected to participate in training and exercising the plan's procedures and hazard-specific incident plans. The School is charged with ensuring that the training and equipment necessary for an appropriate response/recovery operation are in place.

Initial Response and Implementation of the Incident Command System (ICS)

In a major emergency or disaster, School may be damaged or need to be evacuated, people may be injured, and/or other incident management activities may need to be initiated. School personnel are usually first on the scene of an incident in a School setting. School officials and staff are expected to take charge and manage the incident until it is resolved or command is transferred to someone more qualified, usually an emergency responder agency with legal authority to assume responsibility. School personnel will seek guidance and direction from local officials and technical assistance from state and federal agencies where appropriate.

All activities necessary in managing an incident must be organized and coordinated to ensure the most efficient response. The Incident Command System (ICS) will be used to manage all incidents. Until non-School emergency responders arrive on-scene, the School Decision-Makers are responsible for activating the School EOP, including common and/or specialized procedures, as well as hazard-specific incident plans. The School Decision-Maker shall designate a School Incident Commander with authority to direct all incident activities. The designated School Incident Commander should be the person most qualified to manage the specific type of incident. Once an emergency responder agency with legal authority to assume responsibility arrives on scene, the School Incident Commander should transition command to that Incident Commander and move to serving within the incident command structure.

Again, it is critical that School officials and all segments of the community emergency response system work together in advance of an incident to develop a working relationship and understanding of how the School's initial response would transition into the overall response to a critical incident at the School.

The National Terrorism Advisory System (NTAS)

NTAS replaces the color-CDED Homeland Security Advisory System. These alerts include a clear statement that there is an imminent threat or elevated threat. Using available information, the alerts will provide a concise summary of the potential threat, information about the actions being taken to ensure public safety, and recommended steps that individuals, communities, businesses and government can take to prevent, mitigate, or respond to the threat.

Imminent Threat

Warns of a credible, specific, and impending terrorist threat against the United States.

Elevated Threat Alert

Warns of a credible terrorist threat against the United States. The managers, teachers or supervisors are the designated key personnel responsible for implementing the School Safety Plan.

Organization and Assignment of Responsibilities

Manager of School Operations

The manager of School operations may serve as the School Incident Commander or delegate that authority to a qualified individual. While the principal retains the overall responsibility for the safety of students and staff, delegating certain duties to manage the incident may allow the principal to focus on policy-level activities and interfacing with other agencies and parents. The principal shall coordinate between the Area Superintendent and the School Incident Commander.

Principal or School Incident Commander

The School Incident Commander will establish an Incident Command Post (ICP) and provide an assessment of the situation to the principal/designee or other officials, identify resources required, and direct the on-scene incident management activities. The Incident Commander's responsibilities include:

- Assuming overall direction of all incident management activities based on procedures outlined in the School EOP.
- Taking steps deemed necessary to ensure the safety of students, staff and other individuals.

- Determining whether to implement incident management protocols established in the School EOP (e.g., Evacuation, Shelter inside as described more fully in emergency procedures).
- Arranging for transfer of students, staff and other individuals when safety is threatened by a disaster.
- Working with and ensuring communication with emergency services personnel
- Keeping the principal and other officials informed of the situation.

Teachers

Teachers shall be responsible for the supervision of students and shall remain with students until directed otherwise.

Responsibilities include:

- Supervising students under their charge.
- Taking steps to ensure the safety of students, staff and other individuals in the implementation of incident management protocols established in the School EOP.
- Directing students in their charge to inside or outside assembly areas, in accordance with signals, warning, written notification or intercom orders according to incident management procedures established in the School EOP.
- Taking attendance when class relocates to an outside or inside assembly area or evacuates to another location.
- Reporting missing students to the Incident Commander.
- Executing assignments as directed by the Incident Commander.
- Obtaining first-aid services for injured students from the School nurse or person trained in first-aid. Arrange for first-aid for those unable to be moved. School staff will be trained and certified in first-aid and CPR.

Tutors / Instructional Assistants

- Responsibilities include assisting teachers as directed.

Counselors, Social Workers, and Psychologists

Counselors, social workers and psychologists provide assistance with the overall direction of the incident management procedures at the site. Responsibilities may include:

- Taking steps to ensure the safety of students, staff and other individuals in the implementation of incident management protocols established in the School EOP.
- Rendering first-aid if necessary.
- Assisting in the transfer of students, staff and other individuals when their safety is threatened by a disaster.
- Executing assignments as directed by the Incident Commander. Assisting with crisis intervention and recovery processes.

Students

- Cooperating during emergency drills and exercises and during an incident.
- Learning to be responsible for themselves and others in an incident.
- Understanding the importance of not being a bystander by reporting situations of concern.
- Developing an awareness of natural, technological, and human-caused hazards and associated prevention, preparedness and mitigation measures.
- Taking an active part in School incident response/recovery activities, as age appropriate.

Parents/Guardians

- Encouraging and supporting School safety, violence prevention and incident preparedness programs within the School.
- Participating in volunteer service projects for promoting School incident

preparedness.

- Providing the School with requested information concerning the incident, early and late dismissals, and other related release information.
- Practicing incident management preparedness in the home to reinforce School training and ensure family safety.
- Understanding their roles during a School emergency.
- Other Staff (e.g., Itinerant Staff, Substitute Teachers)

Responsibilities include reporting to the Incident Commander for assignments, if requested to do so.

Incident Command System

A School's command system can be used to manage emergency incidents or non-emergency events such as graduations, athletic events, or celebrations. The system is flexible to meet the School's needs. See Figure 1 on next page. Staff are assigned to serve within the ICS based on their expertise and training and the needs of the incident. Roles should be pre-assigned based on training and qualification. The School ICS is organized into the following functional areas:

School Incident Commander

Directs tactical on-scene operations until/unless a coordinated incident command system (ICS) is established with local authorities. In complex incidents, a Policy/Coordination Group may be convened at the School. The role of the Policy/Coordination Group is to:

- Support the on-scene Incident Commander.
- Provide policy and strategic guidance.
- Help ensure that adequate resources are available.
- Identify and resolve issues common to all organizations.
- Keep elected officials and other executives informed of the situation and decisions.

- Provide factual information, both internally and externally. See Part V of this plan on Communications for additional information related to role/responsibility of an information officer.
- **School** Principal/designee and/or School Incident Commander will keep the Policy/Coordination Group informed.

Operations Section

When activated, the Operations Section coordinates all tactical operations including implementation of response/recovery activities according to procedures and protocols established by **School** in an incident action plan. Procedures and protocols will address care of students, first-aid, crisis intervention, search and rescue, site security, damage assessment, evacuations and the release of students to parents.

Specific responsibilities include:

- Analyzing School staffing to develop a Family Reunification Plan, and implementation. Monitoring site utilities (i.e., electric, gas, water, heat/ventilation/air conditioning) and shutting them off only if danger exists or if directed by the Incident Commander and assisting in securing facility.
- Establishing medical triage with staff trained in first-aid and CPR, providing and overseeing care given to injured persons, distributing supplies and requesting additional supplies.
- Providing and accessing psychological first-aid services for those in need and accessing local/regional providers for ongoing crisis counseling for students, staff and parents.
- Coordinating the rationed distribution of food and water, establishing secondary toilet facilities in the event of water or plumbing failure and requesting needed supplies.
- Documenting all activities.

Planning Section

When activated, the Planning Section is responsible for collecting, evaluating and disseminating information needed to measure the size, scope and seriousness of an incident and planning appropriate incident management activities. Duties may include:

- Assisting the Incident Commander in the collection and evaluation of information about an incident as it develops, assisting with ongoing planning efforts and maintaining the incident time log.
- Documenting all activities.

Logistics Section

When activated, the Logistics Section supports incident management operations by securing and providing needed personnel, equipment, facilities, resources and services required for incident resolution; coordinating personnel; assembling and deploying volunteer teams; and facilitating communication among incident responders. This function may involve a major role in an extended incident. Additional responsibilities include:

- Establishing and maintaining School and classroom first-aid kits, coordinating access to and distribution of supplies during an incident and monitoring inventory of supplies and equipment.
- Documenting all activities

Finance/Administration Section

When activated, the Finance/Administration Section oversees all financial activities including purchasing necessary materials, tracking incident costs, arranging contracts for services, timekeeping for emergency responders, submitting documentation for reimbursement and recovering School records following an incident. Additional duties may include:

- Assuming responsibility for overall documentation and recordkeeping activities; when possible, photographing or videotaping damage to property.
- Developing a system to monitor and track expenses and financial losses and secure all records.
- School and School management offices may assume responsibility for these functions and perform these duties off-site.

Source and Use of Resources

School will use its own resources and equipment to respond to incidents until emergency or other incident response personnel arrive. Parent volunteers and community members have been trained to assist, if called upon, and are available after an incident occurs. The following organizations or agencies have agreed to be responsible for providing additional resources or assistance:

- First-aid kit and sanitation supplies will be provided by: School
- Food/water supplies will be provided by: School
- Security will be provided by: School

C. COMMUNICATION

Communication between School, Law Enforcement and Emergency Responders is a critical part of incident management. This section outlines School communications plan and supports its mission to provide clear, effective internal and external communication between the School, staff, students, parents, emergency responders, the community and media. School utilizes the Communication Platform/Capabilities described in the beginning of the School EOP to contact and maintain communications with law enforcement and other emergency responders during an incident. The School Incident Commander will transfer command to the appropriate emergency responder who arrives on the scene to assume management of the incident, including coordination of internal and external communications. The Incident Commander will use the communication platform and/or other means described in the School EOP to notify the principal/designee of the School's status/needs. School and emergency responders will coordinate the release of information to ensure that information is consistent, accurate and timely.

Internal Communications

School has identified a School spokesperson or public information officer who will be responsible to:

- Help create the policies and plans for communicating emergency information internally and to the public.
- Follow the communications policies and procedures established by School
- Help establish alternative means to provide information in the event of a failure of

power, phone or other lines of communication.

- Develop materials for use in media briefings.
- Act as the contact for emergency responders and assist in coordination of media communications

Communication Between School Officials and Staff Members

School personnel will be notified when an incident occurs and kept informed as additional information becomes available and as plans for management of the incident evolve. The following practices will be utilized to disseminate information internally when appropriate:

- Telephone List: A list of telephone numbers of all staff members and local emergency providers.
- Text-Messaging System/E-mail System: A text-messaging or e-mail system is available to provide those who are registered to receive messages with updates during an incident.
- End-of-Day Faculty Meeting: As appropriate, updated information and a review of the day's events will be presented at the end-of-day meeting. Staff will also have the opportunity to address any misinformation or rumors.

External Communications

School officials must communicate with the larger School community on how incidents will be addressed on a regular basis. However, once an incident does occur, parents, media and the community at large will require clear and concise messages from School about the incident, what is being done and the safety of the children and staff.

Communication with Parents

Before an incident occurs, School will:

- Develop a relationship with parents so that they trust and know how to access

alerts and incident information.

- Inform parents about the School's EOP, its purpose, and its objectives, although detailed response tactics should not be shared if they will impede the safe response to an incident.
- Information will be included in School communications, i.e. School newsletter, presentation delivered at Back- to-School event, etc...
- Identify parents who are willing to volunteer in case of an incident and include them in preparation efforts and training.
- Be prepared with translation services for non-English-speaking families and students with limited English proficiency.

In the event of an incident, School will:

- Disseminate information through various means such as via text messages, e-mail, radio announcements, one-call, etc., to inform parents about what is known to have happened.
- Implement a plan to manage phone calls and parents who arrive at School.
- Describe how the School is handling the situation.
- Provide information regarding possible reactions of their children and ways to talk with them.
- Provide a phone number, Web site address, or recorded hotline where parents can receive updated incident information.
- Inform parents and students when and where School will resume.

After an incident, School administrators will schedule and attend an open question-and answer meeting for parents as soon as possible. Counseling services will be provided by School.

Communication with the Media

In the event of an incident, the School Incident Commander or the emergency responder Incident Commander (in the event command has been transferred), will coordinate with the School public information officer and/or participate in a joint information effort to:

- Establish a media site and reception area away from the School and any established Incident Command Post.
- Provide only information that has been approved to be released by the Incident Commander in charge of the scene.
- All School employees are to refer all requests for information and questions to the designated Public Information Officer.

Communication Tools

Some common internal and external communication tools that School uses the following:

- Standard telephone: School has designated a School telephone number as a recorded “hotline” for parents to call for information during incidents. The goal is to keep other telephone lines free for communication with emergency responders and others.
- Cellular telephones: These phones may be the only tool working when electric service is out; they are useful to School personnel on the way to or from a site.
- Intercom systems: The intercom system includes teacher-initiated communication with the office using a handset rather than a wall-mounted speaker.
- Bullhorns and megaphones: A battery-powered bullhorn to address students and staff who are assembling outside the School. Procedures governing storage and use will help ensure readiness for use.
- Two-way radio: Two-way radios provide a reliable method of communication between rooms and buildings at a single site. All staff will be trained to understand how to operate the two-way radio.
- Computers: A wireless laptop computer may be used for communication both within the School and to other sites. Email may be a useful tool for updating information for staff, other Schools in an affected area and administration. An assigned staff member(s) will post information such as School evacuation, closure or relocation on the home page of the School Web site.

- Fax machines: Possible uses include off-site access to receive and send critical information concerning students and staff members, their locations, and needed telephone numbers, including but not limited to, medical information, release forms and authorizations.
- Alarm systems: Bells or buzzers are in place to signal incidents – for example, fire, lockdown, or special alert (with instructions to follow). All School staff, students, and volunteers will be trained on what the sounds mean and how to respond to them.
- Whistles: Whistles should be provided to staff in order to signal a need for immediate attention or assistance.

D. Recovery After an Incident

After the safety and status of staff and students have been assured and emergency conditions have abated, following an incident, staff, teachers and School officials will assemble to support the restoration of the School's educational programs. Defining mission-critical operations and staffing this effort is the starting point for the recovery process. Collecting and disseminating information will also facilitate the recovery process.

School designates appropriate personnel and collaborates with external resources to work in teams to accomplish the following:

- Conduct a comprehensive assessment of the physical and operational recovery needs. Assess physical security, data access and all other critical services (e.g., plumbing, electrical).
- Examine critical information technology assets and personnel resources and determine the impact on the School operations for each asset and resource that is unavailable or damaged.

- Document damaged facilities, lost equipment and resources and special personnel expenses that will be required for insurance claims and requests for state and federal assistance.
- Identify recordkeeping requirements and sources of financial aid for state and federal disaster assistance.
- Provide detailed facilities data to the School office so that it can estimate temporary space reallocation needs and strategies.

Arrange for ongoing status reports during the recovery activities to:

- Estimate when the educational program can be fully operational; and
- Identify special facility, equipment and personnel issues or resources that will facilitate the resumption of classes.
- Educate School personnel, students and parents on available crisis counseling services.
- Establish absentee policies for teachers/students after an incident.
- Establish an agreement with mental health organizations to provide counseling to students and their families after an incident.
- Develop alternative teaching methods for students unable to return immediately to classes: correspondence classes, videoconferencing, tutoring, etc.
- Create a plan for conducting classes when facilities are damaged (e.g., alternative sites, half-day sessions, portable classrooms).
- Get stakeholder input on prevention and mitigation measures that can be incorporated into short-term and long-term recovery plans.

E. Administration, Finance and Logistics

Agreements and Contracts

If School resources prove to be inadequate during an incident, [School](#) will request assistance from local emergency services, other agencies and the School community in accordance with existing mutual aid agreements and contracts. Such assistance includes equipment, supplies and/or personnel. All agreements entered into by authorized School officials should be in writing. All

pre-negotiated agreements and contracts are hard copy and/or electronic and location: in main office.

Recordkeeping

Administrative Controls

School is responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support incident management operations. These administrative controls will be done in accordance with established local fiscal policies and standard cost accounting procedures.

Activity Logs

Staff assigned within the School ICS will maintain accurate logs recording key incident management activities, including:

- Activation or deactivation of incident policies, procedures and resources.
- Significant changes in the incident situation.
- Major commitments of resources or requests for additional resources from external sources.
- Issuance of protective action recommendations to the staff and students.
- Evacuations.
- Casualties.
- Containment or termination of the incident.

Incident Costs

School ICS Finance and Administration staff are responsible for maintaining records summarizing the use of personnel, equipment and supplies to obtain an estimate of annual incident response costs that can be used in preparing future School budgets. The detailed records of costs for incident management and operations include:

- Equipment operations costs.
- Costs for leased or rented equipment.
- Costs for contract services to support incident management operations.
- Costs of specialized supplies expended for incident management operations.

- Personnel costs, especially overtime costs

These records may be used to recover costs from the responsible party or insurers, or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

Preservation of Records

In order to continue normal School operations following an incident, vital records must be protected. These include legal documents and student files as well as property and tax records. The principal causes of damage to records are fire and water. Essential records should be protected and are maintained hard copy and/or electronic and location: in main office.

Plan Development Maintenance and Distribution

Approval and Dissemination of the Plan

In developing the emergency management plan for each School, the administrator must involve community law enforcement, fire, and safety officials, parents of students who are assigned to the building and teachers and nonteaching employees who are assigned to the building. The emergency management plan should clearly identify the latest revision date and the signature of individuals involved in its creation and/or revision.

Record of Distribution

Copies of the School safety and floor plans will be distributed to emergency organizations with a role in responding to an incident. A record of distribution will be kept as proof that organizations have acknowledged their receipt, review and/or acceptance of the plan. School administrators will record the title and name of the person receiving the plan, the agency to which the receiver belongs, the date of delivery and the number of copies delivered. This record is kept in hard copy and/or electronic in the main office and/or by the administration.

School Safety Planning documents should not be shared with those who do not have a need to know the details of the plan unless all sensitive, security-related information has been properly redacted. Copies of the plan may be made available to the public and media without the sensitive information at the discretion of the School Board.

Review and Updates to the Plan

In order to remain in compliance, the administrator shall update the comprehensive emergency management plan at least once every year by March 1, and the floor plans whenever a major modification to the building requires changes in the procedures outlined in the plan. Each update or change to the plan will be tracked. The record of changes will include: the change number, the date of the change and the name of the person who made the change.

To ensure timely updates to the School EOP, the administrator has established a schedule for an annual review of planning documents. The basic plan and its annexes will be reviewed at least once per year by School officials and others deemed appropriate by School administration.

The School EOP will be updated based upon changes in information; deficiencies identified during incident management activities and exercises; and when changes in threat hazards, resources and capabilities or School structure occur. Whenever the School EOP is updated, an updated copy shall be made available to first responders, as well as distributed in accordance with the guidelines stated above.

Training and Exercising the Plan

School understands the importance of training, drills, and tabletop exercises in maintaining and planning for an incident. To ensure that School personnel and community emergency responders are aware of their duties and responsibilities under the School plan and the most current procedures, the following training, drill and exercise actions will occur. School officials will coordinate training efforts with guidance from the city.

Basic training and refresher training sessions will be conducted annually for School in coordination with local fire, law enforcement and emergency managers.

School EOP training includes:

- Hazard and incident awareness training for all staff members during their on-site monthly Professional Development Training.
- Orientation to the School EOP provided for all staff members during their on-site monthly Professional Development Training.
- First-aid and CPR for all staff every 2 years from Red Cross.

- Team training to address specific incident response or recovery activities such as Family Reunification.
- Two online FEMA courses: ICS 100 and IS-700. Both courses are available for free at FEMA's Emergency Management Institute:

<http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?cCDE=is-100.b>

<http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?cCDE=is-700.a>

Additional training will include drills and tabletop exercises. Drills will be conducted in compliance with state and local laws based upon the appropriate age group of students.

Records of the training provided including date(s), type of training, and participant roster will be maintained in hard copy and/or electronic in main office and/or by the administration. Approved parent volunteers and community members will also be incorporated into larger training efforts.

All School staff members are encouraged to develop personal and family emergency plans. Each family should anticipate that a staff member maybe required to remain at School following a catastrophic event.

F. Parent-Pupil Reunification Procedures

Step 1

Establish onsite incident command

The first step in staging for transport is establishing School Incident Command at the affected School. Integrating with Unified Command should be a priority.

Priorities

Student and staff safety and wellbeing, Student and staff locations and condition, Assemble affected School command staff, Integrate with Unified Command, establish Joint Information Center.

Objectives: Safe transport of students and staff to reunification site.

Strategy: The Standard Reunification Method

Tactics: Will be determined by the environment

Step 2

Classroom evacuation

Classrooms are individually evacuated to the Secure Assembly Area. During a Police Led Evacuation, students and staff will be asked to keep their hands visible.

If it is a Police Led Evacuation after a Lockdown, each room will be cleared by Law Enforcement personnel. This process may take up to several hours. Teacher should take attendance in the classroom, prior to evacuation.

Students with disabilities

The Individuals with Disabilities Act mandates additional support for students with special education needs in a School setting. These supports would provide supervision and assistance to students with disabilities during emergency situations.

Step 3

Secure assembly area

At the Secured Assembly Area, teachers should stay with their students. If some teachers are unable to be at the Secured Assembly Area, doubling up classes with "Partner" teachers is appropriate.

Step 4

STUDENT AND STAFF TRANSPORT (if applicable)

Students and staff board the bus and are transported to the Reunification Site. Buses having audio video systems can be utilized for further accountability by having students face the camera and state their name.

ASSEMBLY AREA

STUDENTS ENTER OUT OF PARENTAL VIEW

Students are transported to the Reunification Site and are then directed to the Student Assembly Area. Often this is a cafeteria or gymnasium. Upon arrival, students are verified against a master roster.

It is important that Students are not in view of their parents when entering the reunification site. Law Enforcement or Security are posted where students are located.

GREETING AREA

PARENTS ARE MET HERE

As parents arrive, signage directs them to Parent Check-in Table. Greeters begin the process by asking parents to complete the Reunification Card.

Law Enforcement or Security Guards **are** posted where parents wait for reunification.

Helpful Tip

As parents wait for reunification with their student, try to have them clustered rather than in a line.

Students may not always be recovered in the order parents line up.

II. Emergency Procedures-Functional Annexes

A. Schedule of Drills

School	
Fire Drill (2 per year)	Drop, Cover and Hold Drill
1st Semester: July to November	1st Semester: July to November
2nd Semester: December to June	2nd Semester: December to June
Shelter in Place Drills or Lockdown Drills	
1 st Semester July to November	“Release of Hazardous Material” (Shelter in Place Drill)
2 nd Semester December to June	“Potentially Dangerous Individual on or near the premises” (Lockdown Drill)

B. Drop Cover and Hold

Inside the building

- Sound off the Warning or Alarm to begin the Drill
- Give the command “Drop – Cover and Hold”

Students and staff immediately drop under a desk or table and protect your head and neck. Hold onto the desk or table and be prepared to move with it. Hold this position until the ground stops shaking and it is safe to move. Evacuate the building in an orderly fashion.

Outside building

- Move away from buildings trees, fences, and power lines.
- Drop to your knees.
- Clasp both hands behind your neck, bury your face in your arms, and make your body as small as possible.

Follow instructions and stay away from buildings, trees and fences. Should a power line fall on a fence, it will be electrified and very dangerous.

Earthquakes strike without warning. The following actions, as time permits, will be accomplished:

Inside the building

- If inside a building at the time of an earthquake execute “Drop, Cover and Hold”. Utilize desk, table or other shelter or against an inside wall. If the shelter moves, hold on and stay under it.
- Avoid windows or other potential hazards.
- Remain silent so directions can be heard above the noise of the earthquake.
- Stay in position until the earthquake is over or until further instructions are given. Implement the “Building Evacuation” plan when the earthquake is over and tremors have subsided. During the building evacuation, special consideration should be given to the evacuation routes. Some might be blocked from debris. When leaving the building remember to take the roll books and any first aid supplies. Announce that NO ONE is to return to the building unless authorized.
- Staff and students shall assemble in the sites prearranged evacuation area. Remain there until re-entry to the buildings have been approved, or directed to move to another location, or released to go home.
- The “Incident Command System” and Command Post should be activated.
- If there are any injuries, a triage will be set up and first aid will be rendered as needed.

- Take roll and report any missing and/ or injured students or staff to the Site Administrator.
- Do not return to the buildings for any reason until authorized officials have declared the buildings safe.

Outside the building

If outside the building when an earthquake occurs:

- Stay away from all buildings, trees, electrical wires, or other hazards that may fall.
- Assume the “Drop and Cover” position until the quake is over.
- Evacuate campus with those leaving the buildings and wait for further instructions.

C. Fire and Fire Drill Procedures

Fire Drill (Evacuations):

- All Faculty and Staff will supervise the movement of the students in their labs to the Evacuation Site along the routes that are posted in the rooms.
- Students and Staff are not allowed to move between buildings or use any interior doorways during a fire drill.
- The Site Administrator will call **911** and the Principal. The Site Administrator will assess the situation and use appropriate emergency procedures as he or she sees fit (fire extinguishers, triage center etc.).
- The Site Administrator or Principal will obtain a list of the students on campus.
- Students will be assembled at the evacuation site and each lab teacher will produce a list of the names of the students they are supervising. The site administrator will use these lists to take roll. The site administrator will immediately contact the homes of any students that are not accounted for.
- When the All Clear is announced, teachers will escort their students directly back to the classroom.

Fire on Campus

In the event a fire is detected on a School campus “Fire Alarm” should be activated immediately. The Alarm will automatically implement the sites “Fire Drill” procedure and the following will be accomplished:

- The Site Administrator or Principal will call 911.
- Evacuate all rooms and offices to a pre-determined area a safe distance from the fire.
- If there have been any injuries set up a triage and render first aid if necessary.
- Use fire extinguishers if appropriate. (Note: All staff should be familiar with the use and locations of fire extinguishers.)
- Keep access roads open for emergency vehicles.
- The Site Administrator will determine if an “Early Closure” should be implemented.
- Students and staff should NOT return to the School buildings until fire officials declare the area safe.
- Fire near a Campus

If there was a fire near a School Campus, the Site Administrator should:

- Determine whether the students and staff should leave the premises.
- Determine if the students need to be transported if an “Early Closure” is initiated. (This may also be directed by the Fire Department)
- Burning Clothes
- If a student or Staff member’s clothing was to catch on fire, the following procedures should be taken:
- Don’t allow them to run. (Stop, Drop and Roll)
- Smother the fire with a heavy fabric item such as a blanket, coat etc.

III. Threat-Specific Emergency Procedures

A. Suicide Ideation

(Refer to Student Risk Identification Protocol for Details)

Suicidal student protocol overview

Initial contact

- As soon as information is disclosed, stay with the student or designate one or more other adults to stay with the student. Never leave the student alone. ***Should the student inform you that they are in possession of lethal means (knife/blade, medication, gun, etc.), immediately contact 911, and then notify your**

Administrative Team.

- Regardless of the initial person of contact, the School Counselor, School Psychologist, and member of Administrative team should be immediately called (no emails). Neither parents nor other staff members need to be notified at this point.
- Release the student to the School Counselor, School Psychologist, or member of the Administrative Staff.

- ***Refer to Initial Contact form for detailed instruction***

- ASSESSMENT
- The School Counselor, School Psychologist, Administrative Team member, or other designated staff will conduct the
- Suicide Risk Assessment Sheet survey.
- The individual administering the survey should contact the Psychiatric Mobile Response Team (PMRT) at
- 854-7771 with any questions or concerns regarding risk assessment.
- If there is suspected or confirmed parental abuse/neglect, contact Department of Child and Family Services (DCFS) at
- 540-4000. Do not contact the parent. Proceed as advised by DCFS, not according to protocol.

- ***Refer to Complete Suicide Risk Assessment Sheet***

Action

- Ask student if they are currently receiving mental health care or have received care in the past. If so, request permission to contact care provider.
- If student is low-risk: contact parents / guardian to inform them of situation. If parent / guardian is not able to pick-up student, request that someone be at the home when the student arrives. Supply parent / guardian with copy of Suicide Risk Assessment sheet and resource page.
- If student is medium-risk: contact parents / guardian to inform them of situation and request that they pick-up the student. Only release student into the custody of a parent / guardian or authorized individual. Supply parent / guardian with copy of Suicide Risk Assessment and resource sheet.
- If student is high-risk: Immediately contact PMRT. Proceed as directed by PMRT.

Follow-up

- The attending staff will establish a plan for contact and support with the parent / guardian. Plans will vary and will be based on the risk level and need for support of the individual and family.
- Before the student returns to School, the parent /guardian, must speak with the documenting personnel and provide a discharge report (when applicable). This is critical as we rely upon the professional expertise of our community partners.
- Refer to Student Risk Identification Follow up Plan*

Training on Mental Health First Aid.

- Staff members are trained on Mental Health First Aid using the guidelines from <https://www.mentalhealthfirstaid.org/faq/>

B. Active Shooter

Remain calm. Dial 911, if possible, to alert police to the active shooter's location. If you cannot speak, leave the line open and allow the dispatcher to listen. Quickly determine the most reasonable way to protect your own life.

RUN – HIDE - FIGHT

RUN - If there is an accessible escape path and attempt to evacuate the premises.

- Have an escape route and plan in mind.
- Evacuate regardless of whether others agree to follow.
- Leave your belongings behind. Help others escape, if possible.
- Prevent individuals from entering an area where the active shooter may be.
- Keep your hands visible.
- Follow the instructions of any police officers.
- Do not attempt to move wounded people. Call 911 when you are safe.

HIDE - If evacuation is not possible find a place to hide where the active shooter is less likely to find you.

- Silence your cell phone. Turn off any source of noise (i.e., radios, televisions) Hide behind large items (i.e., cabinets, desks)
- Remain quiet.
- Your hiding place should be out of the active shooter's view.

- Provide protection if shots are fired in your direction (i.e., an office with a closed and locked door)
- Lock the door. Blockade the door with heavy furniture

FIGHT! - As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter.

- Act as aggressively as possible against him/her.
- Throw items or improvise weapons.
- Commit to your actions!

HOW TO RESPOND WHEN LAW ENFORCEMENT ARRIVES

- Remain calm and follow officers' instructions.
- Put down any items in your hands.
- Immediately raise hands and spread fingers. Keep hands visible at all times.
- Avoid making quick movements toward officers.
- 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 operators:

- The 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

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.

A.L.I.C.E.

The A.L.I.C.E. program is designed to give a person, or group of people, who may find themselves in a violent, life threatening situation, some mental and physical tools that could play a vital role in their survival. The program is designed so that anybody can employ the strategies. Young, old, male, female, it does not matter. One does not have to be police, or military trained in order to survive a violent encounter. They do need to have a frame of reference from which to draw, when

making life saving decisions under extreme pressure, much like preparing for a fire, tornado or earthquake.

Alert - notify authorities and those in harm's way of the danger at hand. It is important to be as clear and accurate with the information as possible. Remember to identify yourself, your location, the suspect information, type of weapon, direction of travel and a call back number. Don't hang up unless your safety is compromised, or you are directed to by the dispatcher.

Lockdown - or shelter in place. By locking down and barricading entry points, you are making yourself a hard target and creating a stronghold that nobody should be able to enter. Only police personnel may enter a locked down room.

Inform - give real-time updates. This can be accomplished with things such as video surveillance equipment or public address systems. Updates during a violent intruder incident allow you to make sound decisions about how to react and what steps, if any, to take next. They can also act as good distracters for the intruder.

Counter - the attacker as a last resort. There have been instances where victims did not have the ability to lockdown or get out because the violent incident occurred right next to them or they were in an area that was not securable. There is also the possibility of the intruder breaching a secured area. If this is the situation, then total commitment to countering the attacker is essential. Many objects can be used as distraction devices, spread out, turn out the lights and be ready to cause confusion for the intruder and make yourself a hard target.

Evacuate - or get out!! Your goal here is to put as much time and distance as possible between you and the attacker. Don't use the same rally point as with a fire or earthquake drill, you will want to move much further away from this danger zone. Remember, there are no guarantees in an active shooter/violent intruder situation, but just as in most other emergency situations the more you prepare, the better your chances of survival.

C. Threatening Person Inside / Outside

Inside Building:

- Report threatening person to the security and the senior staff member.

- Call 911 if necessary, based on the actions of the threatening person.
- Keep classroom/students secure, move all students away from threatening person. Move them into a safe classroom, if able to do so, or move threatening person into another room. If person becomes violent, staff and security must use sufficient force to stop the person until police arrive.
- Senior staff member will meet police and direct them to location.
- File incident report as soon as possible with safety and security through the MYLO report page.

Outside Building:

- Immediately Lock front doors and move all staff and students to another area of the learning center out of view of the front doors. Report threatening person to the Site Administrator or senior staff.
- Call 911
- Assess measures for student safety. Follow Lockdown procedures as instructed. Leaders take control and give direction.
- Site Administrator will meet with police and give description and last location of threatening person. Do not lift lockdown unless safe to do so either at the direction of the police, Security Coordinator, or the senior staff member present.
- File incident report as soon as possible with safety and security through

D. Lockdown / Shelter Inside

Warning: Verbal announcement of a “Lock Down / Shelter Inside by the Site Administrator or designee.

Action:

- All classroom doors are to be locked by a staff member.
- All students inside of the rooms will lay flat on the floor and take cover under or behind any furniture in the rooms.
- Everyone is to stay away from all windows.
- NO ONE is to open the door for any reason.
- The lights in the classroom are to remain ON during the lockdown unless

otherwise instructed.

- Students will remain in the “lock down” action and all bells (including the Fire Alarm) will be ignored until the Site Administrator announces an “All Clear”.
- Students that are outside will be addressed in the “Active Shooter” section of this procedure guide.

E. Person with A Weapon

Should a student or other person have a gun or other weapon in a backpack or on their person, but it is **not** visible and they are **not** exhibiting it in a threatening manner proceed with the instructions that follow. If the student or person is acting in a threatening manner with the weapon, refer to the Active Shooter section below.

Outside: Remain Calm. Notify the senior staff member in the learning center as quietly as you can about what you know. Do not panic and cause others to panic also. A cool head will get you through this.

- The senior staff member should call the security coordinator if possible, so that they can watch the person through the camera system, while working with them over the phone. Contact 911 in an area out of hearing of others. Be sure to give them the best description that you can of the person and the weapon if possible.
- Have the senior staff shadow the person to help keep an eye on them if possible. If the weapon is in a backpack and a staff member can separate the person from it without them becoming suspicious, have security take possession of the backpack, take it to a secure location, and wait for the police to arrive. If the weapon is in the person's waistband, then simply continue to act normally so as not to alert the person with the weapon that the police are on the way.
- When the police arrive, be sure that you immediately lock the doors to keep the person from coming inside to evade the police. Keep staff and students back until the police give you the all clear.
- File a report with safety and security through the MYLO page. Do not talk about this with anyone from the media, students, or other staff. A statement will be forthcoming from the media relations personnel.

Inside: Notify the senior staff member in the learning center as quietly as you can about what you know. Do not panic and cause others to panic also. A cool head will get you through this.

- The senior staff member should call the security coordinator if possible, so that they can watch the person through the camera system. Contact 911 in an area out of hearing of others. Be sure to give them the best description that you can of the person and the weapon if possible.
- Have the senior staff shadow the person to help keep an eye on them if possible. If the weapon is in a backpack and a staff member can separate the person from it without them becoming suspicious, have security take possession of the backpack, take it to a secure location, and wait for the police to arrive. If the weapon is in the person's waistband, then simply continue to act normally so as not to alert the person with the weapon that the police are on the way.
- When the police arrive, lead them to the student as calmly as possible. Do not shout and point. That will alarm everyone including the person with the weapon and could make matters worse. If possible, have security standing by beforehand near the person to assist if needed. When the police are apprehending the person, move students quickly and quietly away from them. There should be a sufficient number of staff available to do this rapidly.

F. Hostage Situation / Barricaded Subject

A hostage situation is any situation in which a person or persons are forced to stay in one location by one or more individuals. Weapons are usually in the possession of the hostage takers and hostages are threatened with some degree of bodily harm should they not comply with the directives of the hostage taker. Certain demands are usually made of outside officials in return for the release of the hostages. All hostage situations are dangerous events. A hostage taker might be a terrorist, fleeing felon, disgruntled employee (past or present), emotionally disturbed person, parent, student or any citizen angry about some situation. The dynamics of a hostage situation vary greatly and no two incidents will be the same.

Plan of action:

Upon notification of a hostage situation at a School site the following procedure should be implemented:

- Call 911 immediately and notify the Principal or Site Administrator. The caller is to remain on the line with the 911 operator until the arrival of law enforcement personnel.
- The Site Administrator or Principal will assume command of the situation until Law Enforcement personnel arrive. All staff will work closely with the Site Administrator to ensure that this plan of action is safely achieved.
- Appropriate actions should be taken to isolate the hostage taker and the victims under his control. It is important that no additional individuals be exposed to the hostage taker.
- No School employee shall negotiate with or initiate any communications with the hostage taker. Let the experts do it.
- Evacuate the building to a prearranged location that is out of sight of the building. Ensure that the egress of students and staff is done in a manner that they do not go near the area controlled by the hostage taker to reduce the possibility of injury from gunfire. All persons should proceed to a pre-arranged location.
- Students are to remain under the supervision of School officials at all times.
- Upon the arrival of law enforcement, control of the scene will be relinquished to the responding agency. A site staff member, familiar with all aspects of the facility, should maintain contact with law enforcement and report to the command center when it is operational. It is important that items such as keys and detailed building plans be made available to the police upon their request
- The Site Administrator or Principal will, at the direction of the Area Superintendent, coordinate the evacuate students to another location or to their homes.
- The Public Information Officer and Law Enforcement will handle all press matters as well as the dissemination of information to students and parents at the scene.
- Upon the closure of the incident, the control of the School or building will be returned to the Center.

G. Fights / Riots

Instructor / Staff Procedures

- Assess seriousness of situation; determine need and secure nearest available assistance.
- STAY ON SCENE, take control and give specific directions to stop.
- Contact the Security guard, Principal and Administration and send responsible parties to main office.
- Document incident ASAP and get report to Administration.

School Administrative Procedures

- Assess seriousness of the incident and determine the level of assistance needed (i.e. police, counselor).
- Identify parties involved.
- Determine medical assistance needed and involve counselor and nurse assistance if necessary.
- If blood is involved, utilize Blood borne Pathogens procedures notify School Nurse and Administration.
- Determine disciplinary consequences.
- Notify parents or legal guardian.
- Determine intervention and follow-up as necessary.
- Document incident and file report (i.e. for police, student file, etc).

H. Bomb Threat

Bomb threat calls are sometimes made in order to disrupt the operations of daily business. We must treat each call as though it is real and in accordance with policy. When a Bomb Threat call is received, the person taking the call should:

- Remain calm.
- Immediately refer to the "Bomb threat Check List" and attempt to ask as many questions on the list as possible.

- Keep the caller on the line as long as possible. **Even if the caller hangs up on you; do not hang up the phone.**
- Notify Site Administrator immediately.
- Contact Administration who will contact the Sheriff's Department.

If it is determined by the Site Administrator or Principal that the threat is "Real"; they will:

- Notify the Area Superintendent and make the appropriate "Lock Down" announcement.
- All communication devices are to be turned OFF at once.

When directed, staff will search their work areas with the following guidelines:

- Listen for any unusual sounds. Conduct a visual search in a methodical manner (floor to hips, hips to head, and head to ceiling).
- If anything unusual is located, **DO NOT TOUCH OR HANDLE IT.** Immediately notify the Site Administrator.
- The Site Administrator, in conference with the Area Superintendent and Fire/Sheriff's Department, will determine if evacuation is necessary.
- Upon evacuation, leave all doors and windows open (If possible, and not time consuming).

For a Bomb Threat - DO NOT:

- Do not use two-way radios, cell phones, or pagers.
- Do not turn on or off the electricity (Lights, etc.).
- Do not sound any bells or alarms.

(SEE BOMB THREAT CHECKLIST ON NEXT PAGE)

Bomb Threat / Checklist

REMEMBER - KEEP CALM - DON'T HANG UP

Exact time of call _____

Exact words of caller : _____

Questions to Ask:

When is the bomb going to explode _____

Where is the bomb? _____

What does it look like? _____

What kind of bomb is it? _____

What will cause it to explode?

Did you place the bomb? _____

Why? _____

Where are you calling from? _____

What is your address? _____

What is your name? _____

Gender: Male Female Age: Adult Teen Child

Callers Voice (circle)

Calm Disguised Nasal Angry Broken Stutter Slow Sincere Lisp Rapid Giggling

Accent (Type): Local Forgiven Coherent Deep Crying Squeaky Excited Stressed Loud Slurred Normal

Language Used (circle):

Foul Irrational Incoherent Taped Well-Spoken Message read by caller

Background Noise(circle):

Voices Street Traffic Trains Animals Children Babies People Office Machines Music/Television
Restaurant Sounds Quiet Factory Machinery Other

Is the voice familiar? _____ Who did it sound like? _____

Upon completion of contact DO NOT inform any co-workers of the threat.

Contact the Principal, Area Superintendent or the Safety & Security Managers Immediately!

Person filling out this form: Name _____ Date _____

I. Behavior Threat Assessment Management Program

(Refer to the separate BTAM Manual Document for complete details, forms and procedures)

Behavior Threat Assessment Management Program protocol overview

Introduction

This guide outlines the Investigative Threat Assessment Procedure. In response to multiple school shootings during the 1990s, the U.S. law enforcement and education sectors, as advised by government authorities, proposed the utilization of behavioral threat assessments in schools (Fein et al., 2002; O'Toole, 2000). Behavioral threat assessment, also known as threat assessment, is a methodical approach to preventing violence, which seeks to differentiate between credible threats of violence, expressed through behavior or communication, and those that are not considered serious. Once the differentiation has been made, appropriate prevention measures are taken (Vossekuil, Fein, Reddy, Borum, & Modzeleski, 2002).

Step 1- Initial Inquiry and Documentation

When a concern is brought to the attention of a site administrator, the administrator or their representative will assess the threat by conducting interviews with witnesses, documenting the exact content of the threat, and collecting information about the circumstances in which the threat was made. In most cases, the individual who made the threatening statement or behavior will be interviewed and given the chance to explain their intentions. The staff member conducting the inquiry will then fill out the Behavioral Incident Report.

Step 2 – Determine Transitory or Active Threat

Once the staff member has gathered all relevant information regarding the threat, they will determine its credibility and seriousness. If it can be determined that the individual has no intention of carrying out the threat, and they provide a convincing explanation or apology, the threat is considered **TRANSITORY** and the assessment is concluded. Transitory threats do not require protective actions or security measures. If the staff member is unable to resolve the threat, or if they are unsure about its status, the decision-making process will consider the threat as an **ACTIVE** threat.

Step 3 – Conducting The Threat Assessment

At Step 3, the Site Threat Assessment Team (STAT) responds to an **ACTIVE** threat. The STAT team completes a comprehensive threat assessment using the *Behavioral Threat Assessment Worksheet*. All active threat responses require protective action, which varies depending on the circumstances of the threat and how the threat might be carried out. At a minimum, if a specific person is identified as a target, the assessment team will complete the *Plan to Protect Targeted or Victimized Person* form. Protective action typically involves notifying the intended victim and his or her family. Protective action could also involve increased monitoring or supervision of the threatening subject. Depending on the nature and credibility of the threat, active threats are further classified as either Category 1 through Category 5 (see Behavioral Threat Assessment Worksheet). Unfounded threats are classified a Category 5. Threats involving a simple assault, or a fight, and are classified a Category 4 through Category 3 can resolved with administrative discipline and a behavior intervention plan. In contrast, a Category 1 or 2 subject typically involves a threat to kill or a threat to use a lethal weapon or inflict severe injury on someone, resulting in a mental health hold or arrest.

Step 4 – Managing A Serious Active Threat

For ACTIVE threats, the Site Threat Assessment Team (STAT) will respond and complete a comprehensive assessment using the Investigative Threat Assessment Worksheet. Protective action is required in all cases, and it may vary depending on the circumstances of the threat and the method in which it might be carried out. If a specific person has been identified as a target, the assessment team will fill out the Plan to Protect Targeted or Victimized Person form. This could involve notifying the intended victim and their family, increased monitoring or supervision of the threatening individual, and other measures. Threats are further classified into Categories 1 to 5 based on their nature and credibility (refer to the Investigative Threat Assessment Worksheet). Unfounded threats are classified as Category 5, and threats involving simple assaults or fights are classified as Category 4 to 3 and can be resolved through administrative discipline and behavior intervention plans. In contrast, Category 1 or 2 threats, which involve threats to kill or use lethal weapons to cause severe harm, result in a mental health hold or arrest.

Additional Actions for Category 1 and 2 Threats

For Category 1 and 2 threats, the STAT team will take three additional actions in addition to the protective actions taken in Step 3. Firstly, the individual will be screened for mental health services or counseling. This usually involves an interview with a mental health professional to determine the need for mental health services and understand the underlying conflict or problem. Secondly, a law enforcement investigation will be conducted to search for evidence of planning and preparation, determine if a crime has been committed, and assess any additional protective actions needed. Thirdly, the findings from the mental health assessment and law enforcement investigation will be integrated into a safety plan (Safety Management Form). For school-based threats involving juveniles, the individual might be suspended from school until the plan is formulated. The safety plan outlines the conditions under which the individual can return to school or change their placement. For adults in a workplace, they may be placed on administrative leave or terminated.

Step 5 – Implement a Safety Plan

In the final step, the STAT team will implement and monitor the safety plan formulated in Step 4. The team will maintain contact with the individual and make any necessary adjustments to the safety plan as needed.

The BTAM Manual, Forms and Procedures can be accessed at:

<https://dschs.sharepoint.com/sites/MYLO/ServicesSupport/Facilities/safety-and-security/Pages/default.aspx?RootFolder=%2Fsites%2FMYLO%2FServicesSupport%2FFacilities%2Fsafety%2Dand%2Dsecurity%2FDocuments%2FBehavioral%20Threat%20Assessment%20Files&FolderCTID=0x012000F475AF48DBD59E4AB189E5F26E0BFFB0&View=%7B3AEC2291%2D0DAC%2D48D4%2D87BB%2D9AA89C463DC7%7D>

IV. Environmental Emergency Procedures

A. Power Outage Procedures

Step One: Find out the estimated time that the power will be back by calling the local power company or checking their website.

Step Two: Site Admin or Principal will notify Area Superintendent of the situation.

Step Three: Assess the environment.

- Is there enough natural light to be able to see?
- Is temperature comfortable. (not too hot or cold)

If the Principal determines the environment is acceptable for students and staff can stay to work, then manual documentations of students 'work will be done and submitted to the teachers. If the environment is too dark and/or the temperature is too hot or too cold and with the ETA longer than 1 hour, the Principal will send staff members to a sister site to work on their folders etc., with a skeleton crew to stay at the School to notify scheduled students. School stays open with skeleton crew unless directed otherwise by Area Superintendent.

B. Explosion

Threat of Explosion

In the event of a threat of explosion due to such things as leaking gas, the following actions should be taken:

- The Site Administrator or Principal will assess the situation, call 911.
- Prior to sounding the School "Fire Alarm" bell, notify the staff as to the proper evacuation route to take if different from the normal one. After the notification is made, sound the "Fire Alarm." This will automatically activate the "Building Evacuation Plan."
- The Site Administrator or Principal will direct further action as necessary.

Actual Explosion

In the event of an explosion the following will be accomplished:

- The Site Administrator or Principal will call 911.
- If the explosion occurred within a building, or threatens the building, the staff should immediately evacuate the building according to the "Building Evacuation Plan."

- If the explosion occurs while leaving the building, direct everyone to “Drop and Take Cover.”
- The Fire Alarm will be activated.
- Move to an area of safety as far from the hazard as possible and maintain control of the students.
- Render First Aid as needed
- Use the fire extinguishers if appropriate. (All staff members should be aware of the locations and use of fire extinguishers).
- The Site Administrator will direct further action as required.
- Students and staff should NOT return to the buildings until fire department officials declare the area safe.

C. Gas Leak

Instructor/Staff Procedures

- Evacuate area.
- Use fire drill evacuation procedures; do not pull fire alarm.
- Notify site administrator.
- Do not operate any electrical switches.

School Administrative Procedures

- Call 911 for emergency personnel.
- Notify Gas Company.
- Notify staff of evacuation via the PA system, or door-to-door procedure
- Reoccupy building only when cleared by authorities.
- File incident report.

Custodial Procedures

- Do not operate any electrical switches.
- Ventilate area via opening windows/doors.
- Shut off main gas lines.
- Assist Gas Company with locating the leak.
- Keep administration advised of situation.

D. Chemical Spill / Hazardous Material Release

Chemical accidents / Hazardous materials spills could endanger the students and staff. When they occur the Site Administrator or Principal should be notified, and the magnitude of the accident will determine the need to:

- Notify Site Administrator, Principal and Fire/ Law Enforcement.
- Implement "Building Evacuation."
- Evacuate the site if necessary.
- Move upwind from the accident and maintain control of the students at a safe distance from the accident.
- The Site Administrator or principal will direct other actions as required.
- Refer to the MSDS safety sheets (if available) for additional action.
- Render first aid as necessary.
- Students and staff should NOT return to the site until the Fire Department officials declare the area safe.

If the chemical accident occurs in the community and a site could be affected, the Site Administrator and the Area Superintendent will be notified as to the course of action to be taken by emergency personnel and will execute the appropriate procedures.

V. Health & Safety Programs

A. COVID-19 Infection Control Plan

COVID-19 Infection Control (Plan for Resuming In-Person Instruction)

Guiding Principles

The health and safety of students and staff is our top priority when making the decision to resume in-person instruction in our learning centers. We are working in collaboration with our county health officials in making the decision when to safely resume in-person instruction. This document is rooted in the [scientific evidence](#) available to date and supports twin goals: safe and successful in-person instruction. School sites will follow guidelines provided by the Centers for Disease Control (CDC), California Department of Public Health (CDPH) and California Department of Industrial Relations which can be found at the links below:

CDC: <https://www.cdc.gov/orr/school-preparedness/infection-prevention/index.html>

CDPH: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Schools/TK-12-Guidance-2024-25-School-Year.aspx>

California Department of Industrial Relations, *Cal/OSHA and Statewide Industry Guidance on COVID-19; Guidance on Requirements to Protect Workers from Coronavirus*, July 2020. See:

<https://www.dir.ca.gov/DOSH/Coronavirus/Covid-19-NE-Reg-FAQs.html#outbreaks:~:text=Frequently%20Asked%20Questions-,COVID%2D19%20Prevention%20Non%2DEmergency%20Regulations,-espa%C3%B1ol>

The CAL OSHA COVID-19 Prevention non-emergency regulations are in effect until **February 3, 2025**

Authority

California affirms the authority of local health departments and local educational agencies to maintain or establish additional guidance, including required actions, for K-12 school settings in their respective jurisdictions. When making a determination of whether additional measures are warranted to mitigate in-school transmission of COVID-19, CDPH recommends local health and education officials confer and review this guidance, [relevant local considerations](#), and [CDC guidance](#).

Governmental and non-governmental entities at all levels have issued guidance and directives relating to the safe reopening of schools for in-person instruction. Schools may comply with guidance from other federal, state, local, and nongovernmental sources, to the extent those guidelines are not weaker than or inconsistent with state and local public health directives.

State Technical Assistance resources available for schools and for LHDs to support safe and successful in-person instruction, available on the Safe Schools for All Hub.

Regularly review updated guidance from state agencies, including CDPH and California Department of Education. The California Department of Public Health (CDPH) issued [Consolidated Schools Guidance](#) (“CDPH Guidance”) effective July 11, 2024, for in-person instruction for schools. This guide is meant to augment the CDPH Guidance, not replace it. Given the evolving nature of the COVID-19 epidemic, we expect that this document will need to be updated in the future.

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GENERAL MEASURES

Our plan adheres to the [CDC Guidance](#), [CAL-OSHA Non-Emergency Regulations](#) and includes the following components:

- Posted this Covid-19 Safety Plans on school’s website or inside the school’s safety plan
- Promoting healthy hygiene practices
- Best Practices for cleaning, disinfecting and ventilation
- Optional plans for physical distancing inside and outside the classroom
- Employee and staff education, including training on how to wear PPE/face coverings, checking for signs and symptoms, and cleaning and disinfecting procedures.
- Family education, including a family communication plan

- Optional Screening procedures for staff, students and visitors
- Surveillance for monitoring for attendance, verifying absences and notifying county health officials.
- indoor air quality at relevant facilities;
- availability and accessibility of resources, including masks and tests;

We continue to communicate with local and state authorities to determine current disease levels and control measures in each community. We regularly review and refer to relevant county variance documentation. We consult with a county health officer and/or a designated staff member, who is best positioned to monitor and provide advice on local conditions. A directory can be found [here: Local Health Department Communicable Disease Contact Information](#).

PROMOTING HEALTHY HYGIENE PRACTICES

Following are best practices the school shall follow, compiled from various experts and in alignment with the CDPH Guidance in [COVID-19 Industry Guidance: Schools and School-Based Programs](#).

Hygiene

- Teach and reinforce [handwashing](#), avoid contact with one's eyes, nose, and mouth, and covering coughs and sneezes.
- Develop schedules for routine handwashing before and after eating, after being outside, and before and after using the restroom. Students and staff should wash their hands frequently throughout the day, including before and after eating; after coughing or sneezing; after classes where they handle shared items, such as outside recreation, art, or shop; and before and after using the restroom.
- Students and staff should wash their hands for 20 seconds with soap, rubbing thoroughly after application. Soap products marketed as "antimicrobial" are not necessary or recommended.
- Ensure adequate supplies to support healthy hygiene behaviors, including soap, tissues, no-touch trashcans, face coverings and hand sanitizers (with at least 60 percent ethyl alcohol) for staff and students who can safely use hand sanitizer.
- Minimize the sharing of supplies and equipment among staff and students to the extent feasible. When items must be shared, clean and disinfect items between uses.
- Ethyl alcohol-based hand sanitizers are preferred and should be used when there is the potential of unsupervised use by children.
- Isopropyl hand sanitizers are more toxic when ingested or absorbed in skin.
- Do not use hand sanitizers that may contain methanol, which can be hazardous when ingested or absorbed.
- Children under age 9 should only use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222.

Optional Procedures of Physical Distancing

- CDPH recommends focusing on the other mitigation strategies provided in this guidance instead of implementing minimum physical distancing requirements for routine classroom instruction.

- If practicable, ensure staff maintain physical distancing from each other, which is critical to reducing transmission between adults.
- If determined necessary by Principal to accommodate more students who need in-person instruction in a classroom, recent evidence indicates that in-person instruction can occur safely without minimum physical distancing requirements when other mitigation strategies are implemented. This is consistent with [CDC K-12 School Guidance](#)
- Post signage in high-visibility areas to remind students and staff these and other prevention measures.

Using Face Masks

High quality and well-fitted face masks are tools that are effective and easy to implement to protect oneself and others. Masks, particularly [high-quality and well-fitting masks](#) (PDF), remain highly effective, inexpensive, and dynamic tools to protect oneself and mitigate transmission of COVID-19 and other respiratory pathogens.

Unless it would pose a safety hazard, no person can be prevented from wearing a mask as a condition for participation in an activity or entry into a school or childcare setting. School may continue to require or reinstate required masking at schools and during school activities, along with other appropriate COVID-19 safety protections for their school community based on local, and regional COVID-19 cases, outbreaks and situations needing immediate infection control procedures in accordance with [CAL-OSHA regulations](#).

Recommended Actions:

1. Support access to face masks.
 - o Develop and implement local protocols to provide appropriately sized, high-quality masks to children who do not have one and desire to use one.
 - o As noted in [Cal/OSHA COVID-19 Prevention Non-Emergency Regulations](#), "Employers shall provide face coverings and ensure they are worn by employees when required by a CDPH regulation or order."
2. Unless otherwise directed by local health departments that have more protective requirements, follow and provide recommendations from the [CDPH guidance on When and Why to Wear a Mask](#) .
 - o Encourage and [promote](#) health education on when to mask, such as when around others if you have respiratory symptoms (e.g., cough, runny nose, and/or sore throat) or when around those who are at higher risk of getting sick.
3. Follow [Cal/OSHA COVID-19 Non-Emergency Regulations](#) for guidance on employers' return to work facemasks requirements.
4. The following individuals should not wear face masks:
 - o Infants and children younger than 2 years old because of the risk of suffocation;
 - o All persons when they are eating or sleeping; and
 - o Persons with a medical condition, mental health condition, or disability that precludes wearing a mask safely and effectively or are otherwise unable to remove a mask without assistance.
5. Mask policies apply on school buses and any vehicle affiliated with the LEA used to transport students, staff, or teachers to and/or from a school site.

BEST PRACTICES ON CLEANING, DISINFECTION AND VENTILATION

Cleaning Facilities

Clean and well-maintained facilities reduce the spread of communicable diseases from contact with contaminated surfaces.

Recommended Actions:

1. Routine daily cleaning with water and mild detergent is generally sufficient. Additional sanitization might be necessary during certain disease outbreaks.
 2. If disinfectants are used, use [asthma-safer products](#).
 3. Train and confirm that staff follow recommended [practices](#) for cleaning, sanitizing, and disinfection. The California [Healthy Schools Act](#) requires anyone who uses disinfectants at a school or child care center to complete [annual California Department of Pesticide Regulation-approved training](#). Note: This requirement does not apply to family child care homes.
- Janitorial and other school staff shall clean and or disinfect according to CDPH guidance frequently touched surfaces before and after use within school at least daily and, as practicable, frequently throughout the day.
 - Frequently touched surfaces in the school include, but are not limited to:
 - Light switches
 - Door handles
 - Sink handles
 - Bathroom surfaces
 - Tables
 - Student desks
 - Chairs
 - Shared pens, pencils, finger scanner, bar code reader or stylus at front desk
 - Phones
 - Keyboards and Mouse
 - Shared Copy Machines
 - When choosing disinfection products after an in-school COVID-19 case has been identified (see “What to do if there is a case of COVID-19 in a School”), use those approved for use against COVID-19 on the [Environmental Protection Agency \(EPA\)-approved list “N”](#) and follow product instructions.
 - Establish a cleaning and disinfecting schedule to avoid both under- and over-use of cleaning products.
 - Ensure safe and correct application of disinfectant and keep products away from students.
 - Ensure proper ventilation during cleaning and disinfecting. During the school day, introduce fresh outdoor air as much as possible.
 - In general, cleaning once a day is usually enough to sufficiently remove potential virus that may be on surfaces. Disinfecting (using disinfectants on the [U.S. Environmental Protection Agency](#)

[COVID-19](#) list) removes any remaining germs on surfaces, which further reduces any risk of spreading infection.

- For more information on cleaning a facility regularly, when to clean more frequently or disinfect, cleaning a facility when someone is sick, safe storage of cleaning and disinfecting products, and considerations for protecting workers who clean facilities, see [Cleaning and Disinfecting Your Facility](#).
- If a facility has had a sick person with COVID-19 within the last 24 hours, clean AND disinfect the spaces occupied by that person during that time.
- Drinking fountains may be open and used by students and staff. Routine cleaning is recommended.

TRAIN ALL STAFF AND EDUCATE FAMILIES

Training for all staff via internal Learn 4 Life network is provided in accordance to [subsection 3203\(a\)\(7\)](#) on the following topics:

- How Covid-19 is spread and the importance of not coming to work if a staff member or if someone in the member's household has been diagnosed with COVID-19 or displays symptoms.
- COVID-19-specific symptom identification and when to seek medical attention
- [Proper use, removal and washing of face coverings](#)
- [Cleaning and disinfecting](#) procedures
- Resuming in-person instruction guidelines
- COVID-19 plan and procedures to follow when a child or adult becomes sick at school
- Printed educational materials will be provided on-site or mailed out to families on the following safety topics:
 - o [Proper use, removal and washing of face coverings](#)
 - o Physical distancing guidelines and their importance
 - o Screening practices and the importance of not coming to the facility if any member of the family has been diagnosed with COVID-19 or displays symptoms.
 - o COVID-19-specific symptom identification and when to seek medical attention

Ventilation recommendations

- Ensure sufficient ventilation in all school classrooms and shared workspaces per American Society of Heating, Refrigerating, and Air- Conditioning Engineers (ASHRAE) [guidance](#) on ventilation.
- Contact a mechanical engineer, heating, ventilation, and air conditioning (HVAC) design professional, or mechanical contractor in order to evaluate your ventilation system in regards to the ASHRAE guidance.
- If opening windows poses a safety or health risk (e.g., by allowing pollen in or exacerbating asthma symptoms) to persons in the facility, consider alternatives. For example, maximize central air filtration for HVAC systems by using filters with a minimum efficiency reporting value (MERV) of at least 13.
- MERV 13 or greater filtration is efficient at capturing airborne viruses and should be the target minimum level of filtration. If the air handling system cannot function with such a high level of filtration, increase the filtration in the equipment to the maximum allowable for the system.
- Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in classrooms, offices and other spaces.

- If not able to properly ventilate indoor instructional spaces, outdoor instruction is preferred (use caution in poor air quality conditions).
- Ventilation considerations are also important on school buses; use open windows as much as possible to improve airflow.
- Specific practices to avoid:
 - o Classrooms or buses with no ventilation.
 - o Classrooms or buses with increased airflow across occupants (e.g., air conditioners or fans blowing into the classroom or overhead fans creating air currents across occupants).

CHECK FOR SIGNS AND SYMPTOMS

Staying home when sick can lower the risk of spreading [communicable diseases](#). When a staff or student arrives with symptoms of illness or develops symptoms at school, a decision must be made as to whether the employee or student can remain on site. Schools and student care should refer to [CDPH guidance](#) when determining whether to send the staff or student home (i.e., temporarily exclude) or allow them to remain on site. Many factors should be considered when making this decision, including how to limit the spread of diseases to others, and how to limit educational, social, and other losses that might occur due to absence. Health screenings refer to optional symptom screening, temperature screening or both. L4L may require the following:

- For a suspected or confirmed COVID-19 infection, follow the recommendations provided in CDC [Preventing Spread of Respiratory Viruses When You're Sick](#).
- Follow [guidance for when a child has symptoms of illness in a school or child care](#) to support decision-making.
- Avoid policies that incentivize coming to school or child care while sick.
- Share educational resources and health-related information (e.g., [AAP Healthy Children](#)) when appropriate.
- Post signs at all entrances instructing students, staff and visitors not to enter campus if they have any COVID-19 symptoms.
- Require staff and students who are sick to stay home.
- Follow recommended symptoms screening and other procedures if applicable (e.g. Titan Screening App) for all staff and students.
- Conduct visual wellness checks of all students and take students' temperature if applicable with a no-touch thermometer. (Per recommendation by each site administrator based on current COVID-19 cases in school and community.)
- Ask all individuals about COVID-19 symptoms within the last 24 hours and whether anyone in their home has had COVID-19 symptoms or a positive test. See chart for all screening questions. A person who answers "Yes" to having a fever period must not be allowed to enter the school facility unless the individual has been determined qualified to shorten isolation and quarantine procedures.

Optional COVID-19 Screening Questionnaire (Titan HST App)

Q1. Are you going into the school or workplace today?

Q2. Have you been diagnosed with Covid-19 or had a test confirming you have the virus in the last five (5) days?

Q3. Do you live in the same household with, or, had “close contact”, someone who in the past 5 days has been in isolation for COVID-19 or had test confirming they have the virus?

Q4. If yes to question 3, have you passed all the CDC and CDPH requirements needed to shorten your isolation and quarantine period? (Negative Test, No Fever (last 24 hours), Symptoms Receded)

Q5. Have you had any or more of these symptoms today or within the past 24 hours?

- Fever *
 - Cough
 - Shortness of breath/trouble breathing
 - Chills
 - Night Sweats
 - Sore throat
 - Muscle/body aches
 - Loss of taste or smell
 - Headache
 - Confusion
 - Vomiting
 - Diarrhea
-
- Document/track incidents of possible exposure and follow the procedures noted in the Response to Suspected or Confirmed Cases and Close Contacts section, below.
 - Notification of local health officials, staff and families shall ensure confidentiality, as required under HIPPA, FERPA and state law related to privacy of educational records. (Information concerning confidentiality can be found [here](#).)
 - If a student is exhibiting symptoms of COVID-19, staff shall communicate with the parent/guardian and refer to the student’s health history form and/or emergency card to identify if the student has any underlying medical conditions.
 - Monitor staff and students throughout the day for signs of illness; send home students and staff with a fever of 100.4 degrees or higher, cough or other COVID-19 symptoms.
 - A digital notification system via email or text maybe used to ask staff and students COVID-19 symptoms screening question as a reminder of the importance of not coming to the learning center when feeling sick.
 - Policies should not penalize students for missing class.

PLAN FOR WHEN A STAFF MEMBER, STUDENT OR VISITOR BECOMES SICK

- Staff and students should self-monitor throughout the day for signs of illness; staff should observe students for signs or symptoms of illness to support students who are less able to self-monitor or less likely to self- report.
- * Any students or staff exhibiting fever 100.4 degrees or higher shall immediately be isolated in a temporary room or area until they can be transported home or to a healthcare facility. The attending staff member should wear the proper PPE such as a surgical mask, protective gown and gloves when close interaction with a sick student or staff is necessary.

- * Any students or staff exhibiting fever 100.4 degrees or higher and more symptoms should be required to wait in the previously identified isolation area until they can be transported home or to a healthcare facility, as soon as practicable.
- If a student is exhibiting fever 100.4 degrees or higher and more symptoms of COVID-19, staff should communicate with the parent/caregiver and refer to the student's health history form and/or emergency card.
- The room or area shall be disinfected after the student or staff has been transported home or to a healthcare facility.
- For serious injury or illness, call 911 without delay. Seek medical attention if COVID-19 symptoms become severe, including persistent pain or pressure in the chest, confusion, or bluish lips or face.
- Close off areas used by any sick person and do not allow anyone to enter that area before cleaning and disinfection. To reduce risk of exposure, wait 24 hours before you clean and disinfect. If waiting 24 hours is not feasible, wait as long as possible.
- Require sick staff members and students not to return until they have met CDC criteria to discontinue home isolation, including two days with no fever, symptoms have improved and 1 day (24 hours) have passed since fever has recessed without the use of the fever-reducing medication.

Return to School After Exclusion for Symptoms at Home or in School

- Ensure that students, including students with disabilities, have access to instruction when out of class, as required by federal and state law.
- Testing of symptomatic students and staff can be conducted through local health care delivery systems or other testing resources, as fits the context of the local health jurisdiction. Advise staff members and students with symptoms of COVID-19 infection not to return for in-person instruction until they have met [CDC criteria](#) to discontinue home isolation for those with symptoms:
 - At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; and
 - Other symptoms have improved; and
 - They have a negative test for SARS-CoV-2, OR a healthcare provider has provided documentation that the symptoms are typical of their underlying chronic condition (e.g., allergies or asthma) OR a healthcare provider has confirmed an alternative named diagnosis (e.g., Streptococcal pharyngitis, Coxsackie virus), OR at least 5 days have passed since symptom onset.

COVID-19 TESTING AND REPORTING

- Instruct students and staff to contact their medical provider and follow CDC guidelines on quarantine and isolation procedures. Instruct them to get tested as soon as possible after they develop one or more COVID-19 symptoms, or if one of their household members or non-household close contacts has tested positive for COVID-19.
- Test results will be collected in a secured digital database system (MYLO) for evaluation, tracking and notifications. Internal contact tracing procedures included in this plan will be followed.
- Rapid Antigen tests are allowed and available for free(while supply last) in school for students and staff.

Positive test results:

- Student or employee that tests positive have to isolate and stay home for at least five (5) days. Isolation can end after day 5 if symptoms are not present or earlier if fever have resolved for the last 24 hours without fever reducing medicine. If fever is present, isolation should continue until fever resolves. If symptoms, other than fever, are not resolving continue to isolate until symptoms are resolving or until day 10. Wear a well-fitting mask around others for a total of 10 days, especially in indoor settings. After ending isolation, persons may remove their mask sooner than Day 10 with two sequential negative tests one day apart.
- Require that parents/guardians and staff notify school administration immediately if the student or staff tested positive for COVID-19, or if one of their household members or non-household close contacts tested positive for COVID-19.
- Upon receiving notification, that staff or a student has tested positive for COVID-19 or has been in close contact, with a COVID-19 case, follow steps in the Reporting Data Collection and Internal Contact Tracing Process below.

Negative test results:

- Employees on LOA (Leave of Absence) may be required depending on current COVID-19 cases in their school or by local LDH to submit medical release from their doctor or from a public health officer to LLAC's HR/LOA and Safety department. A negative COVID-19 test results may be accepted in lieu of a medical note.

MAINTAIN HEALTHY OPERATIONS

- Monitor staff absenteeism and have a roster of trained back-up staff where available.
- The Area Superintendent will designate a staff liaison, develop, and distribute contact information to all staff to ensure staff know who they are and how to contact them.
- Instruct staff and families of students to self-report symptoms and possible exposure to COVID-19 to their direct supervisor and teacher, respectively, while maintaining confidentiality as required by FERPA and state law related to privacy of educational records. Additional guidance can be found [here](#).
- Local health departments will be consulted if routine testing of staff and students are required according to current public health and OSHA guidance.
- Consult with CDPH K-12 School Testing Guidance if LEA is considering routine testing.

CONSIDERATIONS FOR PARTIAL OR TOTAL CLOSURES DUE TO OUTBREAKS

When an outbreak happens involving student, teacher, or staff member implement the following steps:

- o In consultation with the local public health department, the Area Superintendent (or designee) may decide whether school closure is warranted, including the length of time necessary, based on the risk level within the specific community as determined by the local public health officer and CDPH.
- o When either a school or LHD is aware that an outbreak may be underway, the LHD should investigate, in collaboration with the school, to determine whether these cases had a

common exposure at school (e.g., a common class or staff member, bus ride, or other common exposures outside of school).

- o CDPH defines a school outbreak as 3 or more confirmed or probable cases of staff or students occurring within 7 day period who are epidemiologically- linked in the school, are from different households and are not contacts of each other in any other investigation cases (e.g., transmission likely occurred in the school setting).
- o The classroom or office where the patient was placed may need to close temporarily as students or staff isolate. Arrange for cleaning and disinfection of classrooms or other areas where cases or symptomatic students or staff members spend significant time.
- o Communication plans for school closure shall include a phone call and one written form of communication to students, parents, teachers, staff and the community.
- o Provide information for staff regarding labor laws, disability insurance, paid family leave and unemployment insurance.

- o Maintain regular communications with the local public health department.
- o Check State and local orders and health department notices daily for transmissions in the area or closures and adjust operations accordingly.
- o Include decisions from results of established internal contact tracing procedures. (See Reporting Data Collection and Contact Tracing Process section, below)
- o Notify the school community if the school is to be closed for 14 days due to widespread and/or ongoing transmission of SARS-CoV2 at the school or in the general community, and repeat recommendations for prevention and control measures (see sample notification #3 in Appendix 2).
- o Implement online/distance teaching and learning during school closure.
- o Arrange for cleaning and disinfection of entire school before reopening in the case of closure.
Schools may typically reopen or keep open after LHD advice and if the following have occurred:
 - o Cleaning and disinfection
 - o Public health investigation
 - o Consultation with the LHD

REPORTING - DATA COLLECTION AND INTERNAL CONTACT TRACING PROCESS

The following steps shall be followed to identify the scope of risk by tracing when the infected student/staff member was last in the center/building:

1. When did the potential exposure occur (date and time)?
 - a. Were they in prolonged, unprotected and close contact with others? The CDC defines “close contact” as “Someone sharing indoor air spaces of 400,000 or fewer cubic feet per floor (such as homes, clinic waiting rooms, airplanes, etc.), for a cumulative total of 15 minutes or more over a 24-hour period (for example, three individual 5-minute exposures for a total of 15 minutes) during a confirmed case's infectious period.”
 - i. Yes (higher level of risk) proceed to step b.
 - ii. No (lower level of risk) proceed to step 2 for possible removal of individual from notification list.

- b. Identify all individuals with close/prolonged contact and create a list. Confirm with video footage review if available. Then proceed to step 2.
2. LLAC's HR and Safety department will collaborate and review all information to determine who should be on the possibly exposed notification list.
3. Other information that will be needed are: Date of onset of symptoms, Date of Covid-19 test of the confirmed source and the close contact, date of onset of symptoms of the source of COVID-19 and the close contact.
4. Once LLAC's HR and Safety department has a list of possibly exposed employees/students, the Area Superintendent (or designee) or the direct supervisor of the employee must send out the appropriate notification letters to all staff members and to those who had "close contact with the suspected or confirmed case within 24 hours of receipt of information. Area superintendent or designee will also contact the local county public health department with the assistance of LLAC's HR and Safety department to report the confirmed case.

EMPLOYEE COMMUNICATION

The Area Superintendent (or designee) shall send out the appropriate email notification to all staff members within 24 hours of receiving information of a confirmed case or "[qualifying individual](#)" in their centers. A separate email tailored for the individuals on the close contact list will be sent. The standard COVID-19 notification letters are located on [MYLO](#) and in the appendix in both English and Spanish language.

STUDENT COMMUNICATION –

The Area Superintendent (or designee) will contact the students and parents by phone and email or mail within 24 hours of confirmation of the COVID-19 case to inform them of potential exposure and follow the steps below:

1. Stay home only if symptomatic and wear a well-fitting mask when with others. [\[See options to shorten quarantine below\]](#)
2. Contact your medical provider if symptoms start. Get tested.
3. If symptomatic. Separate yourself from other people and pets in your home.
4. Monitor your symptoms and follow instructions from your medical provider and local health authorities.
5. If Rapid Test result is negative and fever has resolved for the last 24 hours without fever reducing medicine, then student and staff may return to school or work. Students and staff do not need to provide medical clearances or negative COVID-19 test results from their healthcare provider if the 5-day quarantine or isolation period has been completed and is fever-free for 24 hours without the assistance of any fever reducing medications.

Definition of a confirmed case or "[qualifying individual](#)"

"Qualifying individual" means any person who has any of the following:

1. A laboratory-confirmed case of covid-19, as defined by the state department of public health.
2. A positive covid-19 diagnosis from a licensed health care provider.
3. A covid-19-related order to isolate provided by a public health official.

4. An individual who died due to covid-19, in the determination of a county public health department or per inclusion in the covid-19 statistics of a county.
5. A positive COVID-19 test result from a rapid test kit.

Duration of isolation and quarantine

- [Isolation](#) separates sick people with a contagious disease from people who are not sick. 5 Days Isolation can end after day 5 if symptoms are not present or Isolation can end earlier if fever have resolved for the last 24 hours without fever reducing medicine. If fever is present, isolation should continue until fever resolves. If symptoms, other than fever, are not resolving continue to wear mask when with others until symptoms have resolved or until after day 10.
- [Quarantine](#) separates and restricts the movement of people who were exposed to a contagious disease to see if they become sick. Individuals regardless of their vaccination status can refrain from quarantine following a known exposure if asymptomatic. Test within 3-5 days after last exposure. wear a well-fitting mask around others for a total of 10 days.

Recommendations for Students exposed to COVID-19:

Schools may consider permitting asymptomatic exposed students, regardless of their COVID-19 vaccination status or location of exposure, to continue to take part in all aspects of K-12 schooling, including sports and extracurricular activities, unless they develop symptoms or test positive for COVID-19. It is recommended that exposed students wear a well-fitting mask indoors around others for at least 10 days following the date of last exposure, if not already doing so.

- Exposed students, regardless of COVID-19 vaccination status, is recommended to get tested for COVID-19 with at least one diagnostic test (e.g., an FDA-authorized antigen diagnostic test, PCR diagnostic test, or pooled PCR test) obtained within 3-5 days after last exposure, unless they had COVID-19 within the last 30 days.
- Exposed students who had COVID-19 within the last 30 days do not need to be tested after exposure but should monitor for symptoms. If symptoms develop, they should isolate and get tested with an antigen test.
- If the exposed student has [symptoms consistent with COVID-19](#), they should stay home, get tested and follow the guidance in Isolation section above.
- If the exposed student tests positive for COVID-19, follow the guidance for isolation.

For most persons with COVID-19 illness, isolation and precautions can generally be discontinued 5 days *after symptom onset*¹ or resolution of fever for at least 24 hours, without the use of fever-reducing medications, and with improvement of other symptoms. Notify all close contacts at the school and instruct them to follow [CDPH COVID-19 Quarantine Guidance](#) (or follow LHO orders, if relevant and/or more stringent).

A limited number of persons with severe illness may produce replication-competent virus beyond 10 days that may warrant extending duration of isolation and precautions for up to 20 days after symptom onset; consider consultation with infection control experts.

Table 1: Persons Who Should Isolate

<u>Persons Who Test Positive for COVID-19</u>	<u>Recommended Actions</u>
<u>Everyone, regardless of vaccination status, previous infection or lack of symptoms.</u>	• <u>Stay home (PDF) for at least 5 days after start of symptoms (or after date of first positive test* if no symptoms).</u> • <u>Isolation can end earlier than 5 days if fever free for the last 24 hours are symptoms are resolving without the use of fever-reducing medications</u> • <u>If unable to test, choosing not to test, or testing positive on Day 5 (or later), isolation can end after Day 5 and if fever-free for 24 hours without the use of fever-reducing medications.</u> • <u>If fever is present, isolation should be continued until 24 hours after fever resolves.</u> • <u>If symptoms, other than fever, are not resolving, continue to wear mask when with others until symptoms are resolving or until after Day 10.</u> <u>*Antigen test preferred.</u>

Table 2: Close Contacts - General Public (No Quarantine)

<u>Asymptomatic Persons Who are Exposed to Someone with COVID-19 (No Quarantine)</u>	<u>Recommended Actions</u>
<u>Everyone, regardless of vaccination status.</u> <u>Persons infected within the prior 30 days do not need to be tested, quarantined, or excluded from work unless symptoms develop.</u>	• <u>Close contacts should wear a well-fitting mask around others for a total of 5 days, especially in indoor settings and when near those at higher risk for severe COVID-19 disease (see masking section below for additional information).</u> • <u>Strongly encouraged to get vaccinated or boosted.</u> • <u>If symptoms develop, test and stay home (see earlier section on symptomatic persons), AND</u> • <u>If test result is positive, follow isolation recommendations above (Table 1).</u>

In some workplaces, employers are subject to the Cal/OSHA Aerosol Transmissible Diseases (ATD) Standard and should consult those regulations for additional applicable requirements

Any FDA-approved antigen diagnostic test, PCR diagnostic test, or pooled PCR test is acceptable for evaluation of an individual's COVID-19 status. For individuals who have been recently infected (within the past 90 days), antigen testing is strongly recommended as PCR results may remain persistently positive and not be indicative of a new active infection. Repeat antigen testing and/or confirmatory molecular testing should be considered in individuals who receive a negative result with an antigen test but have symptoms specific for COVID-19 (such as loss of taste and smell).

- Exposed students who participate in testing may continue to take part in all aspects of K-12 schooling, including sports and extracurricular activities, unless they develop symptoms or test positive for COVID-19. They should test as recommended, report positive test results to the school, and follow other components of this guidance, including wearing mask as directed.
Exposed students who develop symptoms should see Section 4 of the CDPH K-12 Guidance.
Exposed students who receive a positive test result should isolate in accordance with of the K-12 Guidance.

The following recommendations apply to non-healthcare settings. For related information for healthcare settings, visit [Updated Healthcare Infection Prevention and Control Recommendations in Response to COVID-19 Vaccination](#).

DISTANCE/REMOTE LEARNING FOR MEDICALLY FRAGILE STUDENTS

Regardless of on-site School conditions, distance/remote learning shall be made available for the following students:

- Students who are medically fragile or would be put at risk by in-person instruction, or who are isolating or quarantining because of exposure to COVID-19.
- Students who live in a household with anybody who is medically fragile.

Families requesting distance learning due to medical fragility must contact the Principal to discuss options regarding request.

Vaccines for K-12 School

Staying Up to Date on Vaccinations:

Vaccinations prevent illness by working with the body's natural defenses to help safely develop immunity to disease. Not only do vaccinations provide individual-level protection, but high vaccination coverage reduces the burden of disease in schools and communities and may help protect individuals who are not vaccinated or those who may not develop a strong immune response from vaccination.

Recommended Actions:

- California strongly recommends that all eligible individuals [get vaccinated against COVID-19](#) and [remain up-to-date](#) to protect oneself and reduce transmission of the virus.
- Additionally, children have fallen behind on receiving other vaccines over the course of pandemic, placing them and their communities at increased risk of falling ill from other vaccine-preventable illnesses. Schools should review statutory requirements for vaccination requirements for entry into K-12 schools. Visit [Shots for School](#) for information.

Transportation

- Consider Implementing COVID-19 testing 24 hours prior to the trip using Rapid Antigen test kits. Proof or a picture of negative test required with attestation of the name, date and time of the test performed allows the student and staff to join the trip.
- Opening windows, weather permitting, to increase circulation of outdoor air, as long as doing so does not pose a safety or health risk (e.g., risk of falling).
- Maintaining consistent, correct use of masks by adults and children while on a school bus and at arrival/departure points (e.g., bus stops), according to current community transmission levels guidance.
Individuals who cannot safely wear a mask (consult Principal or site administrator for these exemptions).
- Bus or Van drivers should be provided with extra masks to make available in case a student who would like to wear a mask and does not have one.
- Optional seating arrangement- one student per row, alternating window and aisle seating, skipping rows when possible. (Alternating seating maybe waived if community transmission levels is in low or green level or have a negative COVID-19 [viral test](#) within 1-3 days of travel date).
- Seating members of the same household next to each other. (Optional)
- Assigning each rider to a designated seat that is the same every day, to promote clear expectations and assist contact tracing, when needed.
- Using seat assignments that load the vehicle from the rear forward (and unload from the front backward) to help reduce student contact.
- If a school system provides transportation for students with disabilities as part of their IEP or 504 plan, including medically fragile children, considering the reservation of specific seats that would not be used for other students during the day and would be subject to special precautions for cleaning. Alternatively, the student's IEP or 504 team could discuss arranging for separate transportation for those students who require this type of transportation.
- Installing signage with visual cues on the school bus to encourage optional physical distancing protocols and to communicate this information to students with vision or reading disabilities.

- Developing a communication plan to encourage students and parents to maintain Optional physical distance at bus stops and avoid congregating in groups while waiting for the bus.
- Encouraging families to drive their children to school, or field trip's location if possible, to reduce the number of students on the vehicle.

Families and Staff are required to Check for Symptoms at Home before transportation.

School staff should check educators, staff, and students should stay home when they are experiencing any COVID-10 like symptoms and seek medical attention. Educators, staff, and students who have symptoms or who live with someone who has developed symptoms should stay home and consult with a healthcare provider for testing and care as directed and should not be allowed to travel unless seeking medical care.

- Fever or chills
- Cough (for students with chronic cough due to allergies or asthma, a change in their cough from baseline)
- Shortness of breath or difficulty breathing (for students with asthma or other respiratory conditions, a change from their baseline breathing)
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

This list does not include all possible symptoms. Travel organizers should include posting signs on the entrances to buildings or vehicles and providing periodic mobile or other communications to families with reminders to check. Students and staff will need to quarantine or isolate if exposed to COVID-19, if they have a confirmed case of COVID-19, or if they live with someone who has COVID-19. Schools should plan for what to do if a student becomes sick at School or reports a new COVID-19 diagnosis.

References:

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Centers for Disease Control and Prevention, *Considerations for K-12 Schools: Readiness and Planning Tool*, July 1, 2020. See: <https://www.cdc.gov/orr/school-preparedness/infection-prevention/index.html>

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United States Department of Education, Student Privacy Policy Office, *FERPA and Coronavirus Disease 2019 (COVID-19) Frequently Asked Questions*, March 2020. See: https://studentprivacy.ed.gov/sites/default/files/resource_document/file/FERPA%20and%20Coronavirus%20Frequently%20Asked%20Questions.pdf.

Appendix 1: Resources

SCHOOL RESOURCE LINKS

- [Safe Schools for All Hub](#)
- [Testing Guidance](#)

Appendix 2: Sample Notifications

SCHOOL EXPOSURE TO A CASE OF COVID-19 NOTIFICATION

Sample Notification Letter to Parents/Guardians of Students Exposed to COVID-19 in School

[Date]

Dear Parent/Guardian:

[INSERT School Name] considers the health and well-being of our students and staff a priority. We have been alerted that your child may have been exposed to an individual diagnosed with COVID-19. We are following public health recommendations to ensure that the person with COVID-19 follows instructions for isolation and remains away from others until they can safely return to school. The individual with COVID-19 was in school while infectious on **[Date]**.

What does this mean for you and your child?

- **Your child may remain in school unless they develop symptoms or test positive for COVID-19.** Being exposed to somebody with COVID-19 does not necessarily mean that your child will become infected. In fact, scientific research, and experience from around the country – including from California during this school year – demonstrate that schools remain among the safest places for children to be.

Your child should get tested for COVID-19:

[INSERT DATES, within 3-5 days after the last date that the individual with COVID-19 was in school], UNLESS your child had COVID-19 within the past 30 days (3 months). If your child starts to feel sick or show symptoms, they should get tested right away, even if they had COVID-19 before.

You may get tested at [INSERT local school or community testing resources] Over-the-counter (at-home) tests may also be used.

- **If your child develops symptoms of COVID-19 or tests positive for COVID-19, please ensure they isolate at home immediately and notify us right away at [INSERT school contact information]. When you notify us, we can take additional steps to keep our school community safe**
- **Your child must continue to wear a mask** indoors in the school and community if school, local, and state require it. Follow school policies to protect against COVID-19. [High-quality masks](#) with the best fit and filtration will provide the best protection for your child and the school community.

- **If you haven't done so yet, your child should get vaccinated against COVID-19.** If your child is 6 months of age or older, a booster dose is recommended five months after the second dose. Vaccinations against COVID-19 remain the best way to protect against the spread of this virus and against severe disease. [Make an appointment to get vaccinated](#) or contact your child's doctor or healthcare provider to learn more.

We will continue to provide you with regular updates as needed. Note that infections diagnosed in students and school staff are not necessarily the result of exposure at school when safety protocols are followed at school, and COVID-19 transmission remains much more likely to occur outside of school settings.

We encourage you to contact us with questions and concerns. Please call us at **[INSERT Number]**, email us at **[INSERT Email]**, or visit our website **[INSERT School Website]** for updates.

Please be assured that we are committed to facilitating an optimal learning experience ensuring the safety of our students and staff.

Sincerely,

[INSERT Name, Title, and Contact information]

SPANISH VERSION

[Date]

Estimado padre/tutor:

[INSERT School Name] considera como una prioridad la salud y el bienestar de nuestros estudiantes y personal. Hemos sido alertados que su hijo(a) puede haber estado expuesto a un individuo diagnosticado con COVID-19. Estamos siguiendo las recomendaciones de salud pública para asegurarnos de que la persona con COVID-19 siga las instrucciones de aislamiento y se mantenga alejada de los demás hasta que pueda regresar sin riesgo a la escuela. El individuo con COVID-19 estuvo en la escuela mientras estaba contagioso en **[Date]**.

¿Qué significa esto para usted y para su hijo(a)?

- **Su hijo(a) puede permanecer en la escuela a menos que desarrolle síntomas o tenga una prueba positiva de COVID-19.** El estar expuesto a una persona con COVID-19 no quiere decir necesariamente que su hijo(a) estará infectado(a). De hecho, las investigaciones científicas y las experiencias a lo largo del país – incluyendo a California durante este año escolar – demuestran que las escuelas continúan siendo uno de los lugares más seguros para los niños.
- **Su hijo/a debe realizarse la prueba de COVID-19** **[INSERT DATES, within 3-5 days after the last date that the individual with COVID-19 was in school], A MENOS que su hijo/a haya tenido COVID-19 en los últimos 90 días (tres meses).** Si su hijo/a comienza a sentirse enfermo o a presentar [síntomas](#), debe realizarse la prueba de inmediato, aunque ya haya tenido COVID-19. Puede realizarse una prueba en **[INSERT local school or community testing resources]**. También puede utilizar pruebas de venta libre (en el hogar).

- Si su hijo(a) desarrolla [síntomas de COVID-19](#) o tiene una prueba positiva de COVID-19, por favor asegúrese de que se [aísle](#) en casa de inmediato y avísenos enseguida al **[INSERT school contact information]**. Cuando nos avise, podremos tomar pasos adicionales para mantener segura nuestra comunidad.
- Su hijo(a) debe continuar usando una mascarilla adentro de la escuela y en la comunidad, según los requisitos de la escuela, locales y estatales. Seguir las normas de la escuela para protegernos contra el COVID-19. [Las mascarillas de alta calidad](#) con mejor ajuste y filtración proporcionarán la mejor protección para su hijo(a) y la comunidad escolar.
- Si todavía no lo ha hecho, su hijo(a) debe vacunarse contra el COVID-19. Si su hijo(a) tiene 12 años o más de edad, se recomienda una vacuna de refuerzo cinco meses después de la segunda dosis. Las vacunas contra el COVID-19 continúan siendo la mejor manera de protegerse contra la propagación de este virus y contra la enfermedad grave. [Haga una cita para vacunarse](#) o contacte al doctor de su hijo(a) o a su proveedor de salud para aprender más.

Continuaremos proporcionándoles con actualizaciones según sea necesario. Sepa que las infecciones diagnosticadas en estudiantes y personal escolar no son necesariamente el resultado de haber estado expuesto en la escuela cuando se siguen los protocolos de seguridad en la escuela, y la transmisión del COVID-19 sigue sucediendo más probablemente fuera de la escuela.

Le exhortamos a contactarnos si tiene preguntas o preocupaciones. Por favor llámenos al **[INSERT Number]**, escribanos un correo electrónico al **[INSERT Email]**, o visítenos en nuestra página web **[INSERT School Website]** para actualizaciones.

Por favor siéntase seguro de que estamos comprometidos a facilitar una experiencia de aprendizaje óptima al proteger la seguridad de nuestros estudiantes y personal.

Sinceramente,
[INSERT Name, Title, and Contact information]

SCHOOL CLOSURE NOTIFICATION DUE TO COVID-19 OUTBREAK

TK-12 SCHOOL NAME/LETTERHEAD

From School Principal (or Designee) Date

Dear Parents/Guardians, Teachers, and Staff Members,

We are informing you that we are closing our school, starting on [DATE] due to the ongoing COVID-19 outbreak and likely continuing transmission at our school. In consultation with the [LOCAL HEALTH OFFICER], we have been advised that the school should be closed for (__) days to prevent further transmission of COVID- 19 and to clean and disinfect the school before reopening on [DATE].

During school closure, the school will switch to online teaching to continue our classes; please see attached information sheet on how students can sign in to continue their schoolwork online. The [LOCAL HEALTH DEPARTMENT] will also continue to follow-up with cases and contacts during school closure to ensure isolation and quarantine and testing. If upon school reopening, your child is feeling ill or having a fever or symptoms of COVID-19, even if symptoms are very minor, please do not send your child to school and consider getting your ill child tested for COVID-19. If your child is well without any symptoms, please remind your child before going back to school to use their face covering, stay at least 6 feet from other people, and wash their hands often with soap and water for 20 seconds. School staff should call in sick and stay home if having symptoms of COVID-19 and consider getting tested.

Symptoms of COVID-19 may appear 2-5 days after exposure to the virus and include:

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

Ensuring the health and safety of our students, teachers, and staff members is of the utmost importance to us. If you have any questions or concerns, please contact [CONTACT NAME] at XXX-XXX-XXXX.

Sincerely,

Appendix 3: Public Health Directive

REPORTING DETAILS OF POSITIVE CASES

Reporting COVID-19 disease to local health authorities:

Notifying local health authorities of the disease burden in schools can expedite deployment of additional strategies and resources to manage illness and contain transmission and outbreaks.

Required Actions:

- a. K-12 schools should refer to California Code of Regulations (CCR) Title 17, [§2500](#) and [§2508](#) for reporting requirements. Note that 17 CCR §2500 has been temporarily modified by the [State Public Health Officer Order of February 10th, 2022](#).
- b. As workplaces, schools are subject to COVID-19 workplace outbreak reporting requirements stipulated in [AB 685](#) and [Cal/OSHA Emergency Temporary Standards](#).

Managing Students Diagnosed with COVID-19:

Prompt management of students with COVID-19 can prevent further spread and, in some cases, allow for early treatment.

Recommended Action:

- a. Students diagnosed with COVID-19 should follow recommendations listed in [Table 1 \(Persons with COVID-19\)](#) of CDPH's guidance for the general public, including staying home for at least 5 days and wearing a well-fitting mask around others for a total of 10 days, especially in indoor settings.

Managing Students Exposed to COVID-19:

Prompt notification to students and families regarding exposure to infectious diseases, including COVID-19, can allow for rapid testing, early treatment, and prevention of further spread.

Recommended Actions:

- a. It is recommended that families notify schools if their child has COVID-19 and was on school grounds during their [infectious period](#), and that schools in turn notify students who spent more than a cumulative total of 15 minutes (within a 24-hour time period) in a shared indoor airspace (e.g., classroom) with someone with COVID-19 during their infectious period.
- b. In lieu of individual exposure notifications, schools should consider providing a general notification to the entire school community during times of elevated [community transmission](#) of COVID-19. This communication can alert all to the increased potential of being exposed to COVID-19 due to a rise in cases among school and community members, and remind all to monitor for symptoms and get tested.
- c. All students with known exposure to persons with COVID-19 should follow recommendations listed in [Table 2 \(Asymptomatic Persons Who are Exposed to Someone with COVID-19\)](#) of CDPH's guidance for the general public. If they remain without symptoms, students may continue to take part in all aspects of

K-12 schooling including sports and extracurricular activities. As recommended in [Table 2](#), they should wear a well-fitting mask around others for a total of 10 days and get tested 3-5 days after last exposure.

Managing COVID-19 Outbreaks:

CDPH will continue to support local health and education officials in managing [suspected or confirmed outbreaks](#) of COVID-19.

Recommended Actions:

- a. Broad disruptions to in-person learning, such as temporary school or classroom closures, due to COVID-19 should remain a last resort and considered only after all available resources have been exhausted, and only after conferring with local health officials.
- b. Local public health officials are encouraged to [contact CDPH](#) to learn more about consultation, testing and vaccination resources to support management of COVID-19 outbreaks.

Schools are authorized under the Family Educational Rights and Privacy Act (FERPA) to disclose personally identifiable information without parental consent to local health departments regarding COVID-19 testing and cases. (20 USC § 1232g(b)(1)(I).) In response to the COVID-19 pandemic, California has been under a State of Emergency since March 4, 2020. California continues to see the dire effects of this pandemic through limited ICU capacities and new cases and deaths each day. The COVID-19 pandemic poses an extreme threat to the health and safety of all Californians. Even with protocols in place to mitigate the transmission of COVID-19, the presence of an individual who has tested positive of COVID-19 on a K-12 public or private school campus is an emergency that poses a risk to health or safety of students and employees present on the campus. Reporting to the local health officer the presence of a positive case of COVID-19 in an individual who is or has been present on a K-12 public or private school campus is necessary to protect the health and safety of students and employees present on the campus. California law (17 C.C.R. section 2508) also requires anyone in charge of a K-12 public or private school kindergarten to report at once to the local health officer the presence or suspected presence of any of the communicable disease, which includes COVID-19.

Accordingly:

Effective immediately, every local educational agency (school district, county office of education, and charter school) and private school in California shall notify its local health officer of any known case of COVID-19 among any student or employee who was present on a K-12 public or private school campus within the 10 days preceding a positive test for COVID-19. Specifically, the local educational agency or private school shall report the following information:

- o The full name, address, telephone number, and date of birth of the individual who tested positive;
- o The date the individual tested positive, the school(s) at which the individual was present on-site within the 10 days preceding the positive test, and the date the individual was last on-site at any relevant school(s); and
- o The full name, address, and telephone number of the person making the report.

This information shall be reported to the local health officer by telephone within twenty-four hours from the time an individual within the local educational agency or private school is first made aware of a new case.

This reporting shall continue until this directive is modified or rescinded.

Information reported to the local health officer pursuant to this directive shall not be disclosed except to (1) the California Department of Public Health; (2) to the extent deemed necessary by the local health officer for an investigation to determine the source of infection and to prevent the spread of COVID-19, including with health officers in other jurisdictions as necessary to monitor, investigate, prevent, and/or control the spread of COVID-19; (3) if required by state or federal law; or (4) with the written consent of the individual to whom the information pertains or the legal representative of the individual.

This reporting does not replace or supersede any other statutory or regulatory requirements that require reporting of COVID-19 cases and/or outbreaks to other entities or institutions, such as Cal/OSHA.

B. EMERGENCY HEALTH PLAN

DIABETES

Diabetes is a chronic condition in which the body does not make or properly use insulin that is required to convert carbohydrates, like sugars and grains, into energy.

Always notify the parent/guardian immediately!

Health Goals:

- Student will recognize and communicate signs of illness to adults and will receive appropriate intervention to promote return to health.
- Student will participate in School activities, with accommodations as needed, to the fullest extent possible.

Signs of illness	Interventions
Signs of low blood sugar • Shakiness, dizziness • Weakness, fatigue and sleepiness • Sweating and pale • Change in behavior, personality or concentration signifying a change in the level of alertness • Poor coordination • Slurred speech	• Remain calm and assist to drink juice, soda or take glucose tablets • <u>Do not</u> wait to test blood glucose levels; go ahead with assisting the victim to drink a <u>sugared fluid</u> or to eat glucose tablets • <u>Do not</u> stop the Insulin Pump (if student is wearing one); • <u>Do not</u> disconnect the tube or needle into the abdomen and • <u>Do not</u> turn it off.

Signs of severely <u>LOW</u> blood sugar • Unable to swallow saliva or food • Excessive drooling • Combative behavior • Unable to accept assistance • Unconscious or unresponsive	• If unable to swallow, do not offer fluids • Call 911 • Give emergency glucagon injection if available and if you have been trained • Keep student on side as they may vomit after the injection. • Watch for victim to regain consciousness within 10 – 15 minutes, watching breathing; victim may vomit • Contact parents and provide information to paramedics
Signs of extremely <u>HIGH</u> blood sugar • Frequent thirst and urination • Blurred vision • Fatigue • Abdominal pain Numbness in arms and legs	• Give water up to 16 ounces if student will tolerate • Contact parents and send the student home • If victim has vomited, is very weak, or has a change in alertness, call 911

- Do NOT put fluids or food in the mouth, cheeks or gums if unable to swallow, drooling excessively or unconscious, UNLESS it is the tube of glucose gel into the cheek pocket
- Student may have glucose gel with them. Otherwise, honey may be squeezed between cheek & gums and massaged into cheek tissue.

Call 9-1-1 when

- Unable or unwilling to accept assistance (irritable or combative)
- Decreased alertness, increased confusion, or is unresponsive
- Unable to swallow saliva or fluids, or is drooling
- Seizure activity

- Glucagon injection administered, (or a tube of glucose gel (or honey) if a glucagon injection was not available), even if he / she is alert now because the effects of glucagon or glucose gel lasts ONLY about 15 minutes; Person will need to be monitored for at least 24 hours due to the dramatic fluctuation of glucose levels, especially after a glucagon injection

RESPIRATORY CONDITIONS

Chronic respiratory conditions cause difficulty in breathing and are generally unrelated to viral or bacterial infection or an allergic reaction. During an episode of breathing problems, the lungs and airways temporarily lose their elastic quality, spasm to irritations, and become clogged with mucus. Asthma episodes, commonly referred to as attacks, are the most common breathing problem. Other conditions may include cystic fibrosis, lung disease, heart disease, smoking, bronchitis, etc.

Always notify the parent/guardian immediately!

Health Goals

- Student will recognize and communicate signs of illness to adults and will receive appropriate intervention to promote return to health.
- Student will participate in School activities, with accommodations as needed, to the fullest extent possible.

Signs of illness	Interventions

• Unexplained or persistent cough • Wheezing or whistling sound in chest • Complaints of chest tightness • Shortness of breath / breathing harder and faster • Able to do some but not all usual activities – walking, talking, eating • Speaks in short phrases	• Stop the student’s activity and stay calm • Remove any trigger if possible (dust, mold, odors, pets, pollen, smoke, exercise, changes in weather, etc.) • Use a quick-relief inhaler (albuterol, levalbuterol, pirbuterol), as ordered & if the student has it • Encourage sitting upright to expand lungs
• Restless and irritable • Difficult or painful breathing • Lips or fingernails are gray or blue • Nostrils open wide to get in more air • Skin is sucked in around the neck and ribs during breaths • Student does not respond normally, is less alert or drowsy / sleepy	• Assist the student to remain calm, slowing down and controlling breathing efforts • Give sips of warm water to help relax spasms in lung airways • Do not leave the student alone • Contact the parent or guardian • If no inhaler available, or no improvement in breathing in 15 minutes after first inhaler dose, contact 911 • SEE below for further information on calling 911

Call 911 when:

- Difficulty breathing with skin sucked in around the neck and ribs during breaths
- Stooped body posture with struggling or gasping for breath
- Difficulty talking due to shortness of breath, unrelieved with medication
- Lips or fingernails are gray or blue
- Does not respond normally, is less alert, confused, or drowsy / sleepy

- If no inhaler available, or no improvement in breathing in 15 minutes after first inhaler dose.
- Breathing stops, student is unresponsive or unconscious

Signs of Seizures	Interventions
• Abrupt onset • Momentary lapse of awareness	• Protect student away from dangerous areas or objects
• Abrupt loss of consciousness for some types of seizures • Blank staring spells • Random activity (chewing / picking) • Stiffness, jerking, and / or falling • Non-convulsive seizures usually last a few seconds to one minute and are followed by rapid return to normal function and awareness without a need to rest • Convulsive seizures typically last 1-5 minutes • Remain calm and clear the area • Allow the seizure to run its course • Provide for privacy	• If student is buckled in wheelchair, do not remove them until the seizure is over • If student is in walker, pacer, gait trainer, carefully remove straps and buckles, and move to a safe place (because this is not a secure device like a wheelchair and cannot fully support an unconscious person) • Keep the airway clear (turn student to the side as vomiting may occur) • Protect the head (place jacket, pillow or blanket under head) • Time the length of the seizure • Stay with the student until seizure stops - assess for breathing/circulation - start rescue breathing/full CPR if indicated & while waiting for paramedics • Document on the Seizure Record

SEIZURES

In order to understand seizures, it is necessary to recognize that all seizures are caused by a sudden change in the way the brain sends signals. Seizures cause a momentary disruption of

senses (staring spells) to short periods of unconsciousness (convulsions). Epilepsy is the term frequently used to describe a chronic seizure condition.

ALWAYS CALL 911 FOR SEIZURE WITH LOSS OF CONSCIOUSNESS

Severe allergic reaction, also known as anaphylaxis or an anaphylactic reaction usually occurs within 5-10 minutes but delayed reactions can occur for up to 4 hours after exposure to the allergen. Epinephrine is used to temporarily stop the body's reaction to the offending or allergic substance. Therefore, we DO NOT WAIT TO PROVIDE TREATMENT. **Always notify the parent/guardian immediately!**

Severe Allergic Reaction (Allergens)

<u>Foods</u>	wheat, nuts, eggs, milk, fish, tropical fruits (avocado, bananas, kiwi, papayas), seeds
<u>Stinging or biting insects</u>	bees, wasps, ants
<u>Medications</u>	antibiotics, nonsteroidal anti-inflammatory drugs (aspirin, ibuprofen)
<u>Chemicals</u>	fertilizer, hazardous materials
<u>Latex</u>	rubber gloves, balloons, tape, band aids, erasers

There are several different types and brands of emergency epinephrine auto-injectors available. Staff trained to administer emergency epinephrine should be familiar with the different devices, and receive device-specific training, as well as individualized training, for those persons with physician orders.

Signs and Symptoms	Interventions
- Person reports the <u>bite</u> or <u>sting</u> or exposure to <u>allergic substance</u> (ate or breathed something) - Mouth – swelling of the lips (feeling tight or heavy), tongue and/or mouth, unusual taste, complaints of mouth or tongue itching, having bumps, or feeling “funny” - Skin – itching or burning, hives, rash, flushed, pale, swelling of face or local area - Stomach – nausea, vomiting, stomach cramps,	- Remain calm and reassure student - Stay with the student and do not move them because increased circulation of venom or chemical may intensify symptoms - Monitor airway and breathing - Get the epinephrine injection. (Student may be carrying this in their backpack, although most are not) - Prepare to administer *List of trained staff is posted next to the EpiPen container near the

diarrhea • Throat (life threatening) – itching or tightening of throat, difficulty swallowing, hoarse voice, hacking or repetitive cough • Lung (life threatening) – short of breath, wheezing, chest tightness, flared nostrils, not being able to “catch a breath” • Heart (life threatening) – weak, rapid pulse (near or over 100), low blood pressure, blue lips or nail beds, dizziness, fainting, general weakness • Other – apprehension/ anxiety, red/itchy/watery eyes, nasal congestion, excessive sneezing, feeling like there is something in the ear or eyes	First Aid area at your site* • Give epinephrine injection immediately according to device specific training) • Under 66 lbs., use 0.15 mg dose • 66 lbs. or more, use 0.30 mg dose • Massage injection area for 10 seconds • CALL 911, if not already contacted • Notify parent or guardian and administrator • Continue to monitor breathing and maintain an open airway. • Perform rescue breathing, if needed • If symptoms continue or re-occur and the paramedics have not arrived after 15 minutes, use a new epinephrine auto-injector to inject the victim a second time since the effect may be wearing off after this short time • Student may feel their heart pounding after the epinephrine and deeper breathing; this is a normal reaction
Always call 911 when student has received an epinephrine injection	• If student was stung, remove the stinger AFTER giving the injection & do not push, pinch, or squeeze the area since it may cause more venom to be released; apply ice pack to site if available.

C. Injury and Illness Prevention Program

Management Policy Statement

It is the School policy that every employee and student are entitled to a safe and healthful place in which to work. To this end, every reasonable effort will be made in the interest of Accident Prevention, Fire Protection, Health Preservation and Employee/Student Security.

We at School have a basic responsibility to make the safety of our employees and students our primary concern. We will be counting on you to do your part in making our program an effective one.

The successful operation of School will not only depend on education and service, but also how safely each job is performed. There is no job so important - or any service so urgent - that we cannot take time to work safely. We consider the safety of our personnel and students to be of prime importance, and I expect your full cooperation in making our program effective.

Identification of Plan Administrators

The following persons are responsible for implementing the accident prevention plan for School

*

<u>NAME</u>	<u>TITLE</u>
<u>Tres Simi</u>	<u>V.P Strategic Communications and Facilities</u>
<u>Chad Gray</u>	<u>Chief Human Resources Officer</u>
<u>Nicole Perkins</u>	<u>V.P., RISK and Benefits Department</u>
<u>Grace Sanchez</u>	<u>Senior Director People's Services</u>
<u>Soliman Villapando Jr.</u>	<u>Director Safety and Security</u>

The above officers, managers, or supervisors are the designated key personnel responsible for implementing the School's Injury and Illness Prevention Program.

SUPERVISORS

Our supervisors are the foundation of the safety program. Their responsibilities are to:

- Provide complete safety training to employees before assignment of duties.
- Consistently and fairly enforce all School safety rules.
- Investigate injuries to determine cause, and then take action to prevent

repetition.

- See that all injuries, no matter how minor, are treated immediately and referred to the HR department to ensure prompt reporting to the insurance carrier.
- Inspect work areas often to detect unsafe conditions and work practices. Utilize School Safety Inspection checklists as required.

Employees

Employee responsibilities for safety require that they:

- Adhere to all safety rules and regulations.
- Wear appropriate safety equipment as required.
- Maintain equipment in good condition, with all safety guards in place when in operation.
- Report all injuries, no matter how minor, immediately to a supervisor.
- Encourage co-workers to work safely.
- Report unsafe acts and conditions to the supervisor.

Code of Safe Practices

For the protection and safety of all employees, [School](#) has established the following rules designed to prevent accidents and injuries. It is imperative that all employees become thoroughly familiar with these safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

1. Report all unsafe conditions and equipment to your supervisor or safety coordinator.
2. Report all incidents, injuries and illnesses to your supervisor or safety coordinator immediately.
3. Means of egress shall be kept unblocked, well-lighted and unlocked during work hours.
4. In the event of fire, sound alarm and evacuate.
5. Upon hearing fire alarm, stop work and proceed to the nearest clear exit. Gather at the designated location.
6. Only trained workers may attempt to respond to a fire or other emergency.

7. Exit doors must comply with fire safety regulations during business hours.
8. Stairways should be kept clear of items that can be tripped over and all areas under stairways that are egress routes should not be used to store combustibles.
9. Materials and equipment will not be stored against doors or exits, fire ladders or fire extinguisher stations.
10. Aisles must be kept clear at all times.
11. Work areas should be maintained in a neat, orderly manner. Trash and refuse are to be thrown in proper waste containers.
12. All spills shall be wiped up promptly.
13. Files and supplies should be stored in such a manner as to preclude damage to the supplies or injury to personnel when they are moved. Heaviest items should be stored closest to the floor and lightweight items stored above.
14. All cords running into walk areas must be taped down or inserted through rubber protectors to preclude them from becoming tripping hazards.
15. Never stack material precariously on top of lockers, file cabinets or other high places.
16. Never leave desk or cabinet drawers open that present a tripping hazard. Use care when opening and closing drawers to avoid pinching fingers.
17. Do not open more than one upper drawer at a time, particularly the top two drawers on tall file cabinets.
18. Always use the proper lifting technique. Never attempt to lift or push an object which is too heavy. You must contact your supervisor when help is needed to move a heavy object.
19. When carrying material, caution should be exercised in watching for and avoiding obstructions, loose material, etc.
20. All electrical equipment should be plugged into appropriate wall receptacles or into an extension of only one cord of similar size and capacity. Three-pronged plugs should be used to ensure continuity of ground.
21. Individual heaters at work areas should be kept clear of combustible materials such as drapes or waste from waste baskets. Newer heaters which are equipped with tip-over switches should be used.
22. Appliances such as coffee pots and microwaves should be kept in working order and inspected for signs of wear, heat or fraying of cords.

23. Fans used in work areas should be guarded. Guards must not allow fingers to be inserted through the mesh. Newer fans are equipped with proper guards.
24. Equipment such as scissors, staplers, etc., should be used for their intended purposes only and should not be misused as hammers, pry bars, screwdrivers, etc. Misuse can cause damage to the equipment and possible injury to the user.
25. Cleaning supplies should be stored away from edible items on kitchen shelves.
26. Cleaning solvents and flammable liquids should be stored in appropriate containers.
27. Solutions that may be poisonous or not intended for consumption should be kept in well-labeled containers.
28. Anyone known to be under the influence of intoxicating liquor or drugs, shall not be allowed on the job while in that condition.
29. Horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or well-being of the employees are prohibited.
30. Do not stack material in an unstable manner.
31. Report exposed wiring and cords that are frayed or have deteriorated insulation so that they can be repaired promptly.
32. Never use a metal ladder where it could come in contact with energized parts of equipment, fixtures or circuit conductors.
33. Maintain sufficient access and working space around all electrical equipment to permit ready and safe operations and maintenance.
34. Do not use any portable electrical tools and equipment that are not grounded or double insulated.
35. All electrical equipment should be plugged into appropriate wall receptacles or into an extension of only one cord of similar size and capacity. Three-pronged plugs should be used to ensure continuity of ground.
36. Inspect motorized vehicles and other mechanized equipment daily or prior to use.
37. Shut off engine, set brakes and block wheels prior to loading or unloading vehicles.
38. Inspect pallets and their loads for integrity and stability before loading or moving.
39. Do not use compressed air for cleaning off clothing.
40. Do not store compressed gas cylinders in areas which are exposed to heat sources, electric arcs or high temperature lines.
41. Wear hearing protection in all areas identified as having high noise exposure.

42. Goggles or face shields must be worn when grinding.
43. Do not use any faulty or worn hand tools.
44. Guard floor openings by a cover, guardrail, or equivalent.
45. Do not enter into a confined space unless tests for toxic substances, explosive concentrations, and oxygen deficiency have been taken.
46. Always keep flammable or toxic chemicals in closed containers when not in use.
47. Do not eat in areas where hazardous chemicals are present.
48. When working with a computer monitor, have all pieces of furniture adjusted, positioned and arranged to minimize strain on all parts of the body.
49. Wear proper footwear and clothing at all times.
50. When operating machinery, do not wear loose clothing, jewelry or a hairstyle that poses a danger of catching such items in moving machinery.
51. Wear eye protection when performing any task that may produce flying particles.
52. Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.
53. Do not operate any machine for which you have not been trained.
54. Before cleaning, adjusting or servicing any machinery, turn off machinery, break the electric circuit at the power source (including lockout), and place warning tags at the power source and all intermediate controls in the electric circuit. All maintenance personnel must have their own individual padlocks to ensure that power remains off until all work has been completed.
55. Immediately report any defects in materials, machinery, tools, and equipment to a supervisor.
56. Do not leave tools, materials or other objects on the floor that might cause others to trip and fall.
57. Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electrical panels or traffic lanes.
58. Always use proper lifting techniques. Stand with your feet slightly apart, assume a squatting position with knees bent and tuck your chin. Tilt head forward, grasp the load with both hands and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.

59. Do not distract others while working. When approaching a machine operator for any purpose, do so from the front or the side in a way that the operator will see you coming and will not be surprised. If conversation is necessary, first ask the operator to turn off the machinery.
60. Do not leave oil, wax, water, or any other material on the floor where you or others may slip. Clean up spills immediately or cordon off the area and report the spill to your supervisor.
61. When handling hazardous materials, follow prescribed safety procedures precisely and use required safety equipment. When using secondary containers filled by others, make sure that they are conspicuously and correctly labeled with their contents and hazards.
62. Use cut resistant gloves when handling materials with sharp or jagged edges that may result in lacerations.
63. Unnecessary and excessive haste is the cause of many accidents. Exercise caution at all times. WALK, DO NOT RUN!
64. Do not use hot production equipment or materials to cook or heat food.
65. Immediately report all work-related injuries and accidents to your supervisor, no matter how minor the injury.
66. Avoid risk of rupture, internal injury or back injury in attempting to lift or push excessive loads. If an object is too heavy to move without strain - ASK FOR HELP.
67. Follow all COVID-19 infection control procedures in this safety plan.

Compliance with these Codes of Safe Practices is Mandatory.

DISCIPLINARY PROCEDURES

Employees who fail to comply with safety rules will be subject to disciplinary action up to and including termination. Supervisors will apply the following established disciplinary procedures:

- **Verbal counseling**, as result of the first safety violation must be documented in the employee's personnel file.
- **Written warning** describing in appropriate detail, both the nature of the employee's safety offense and necessary corrective action will be personally delivered to the employee by his/her immediate supervisor. A copy of the written warning will be maintained in the employee's personnel file.

- **Suspension** without pay will be imposed for an employee's third safety violation or, as a separate disciplinary action for a serious violation.
- **Termination** of employment will occur upon any documented safety violation committed by an employee following a suspension without pay in the circumstances described in section 3) above.

Supervisors will be demoted or terminated after three (3) documented instances of disciplinary actions. Supervisors are subject to disciplinary action for the following reasons:

- Repeated safety rule violation by their department employees.
- Failure to provide adequate training before job assignment.
- Failure to report accidents and provide medical attention to employees injured at work.
- Failure to control unsafe conditions or work practices.
- Failure to maintain good housekeeping standards and cleanliness in their departments.

SAFETY TRAINING

All workers, including managers and supervisors, will receive training and instruction on general and job-specific safety and health practices. Training and instruction for the Injury and Illness Prevention Program (IIPP) will be provided:

- When the IIPP is first established.
- To all new workers, except for construction workers who are provided training through a construction industry occupational safety and health training program approved by Federal or State OSHA. Acknowledgement and Receipt form will be used to document this training. (See page 72)
- To all workers given new job assignments for which training has not previously provided.
- Whenever new substances, processes, procedures or equipment are introduced

to the workplace and represent a new hazard.

- Whenever the employer is made aware of a new or previously unrecognized hazard.
- To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
- To all workers with respect to hazards specific to each employee's job assignment.
- During new-hire orientation for new employees

General workplace safety and health practices include, but are not limited to, the following:

- Implementation and maintenance of the IIP Program.
- Emergency action and fire prevention plan.
- Provisions for medical services and first aid including emergency procedures.
- Providing guidance to employees regarding protection of the muscular-skeletal system, including proper lifting techniques.
- Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
- Prohibiting horseplay, scuffling, or other acts that tend to adversely affect workplace safety.
- Proper storage to prevent stacking goods in an unstable manner and storing goods against doors, exits, fire extinguishing equipment and electrical panels.

We train our workers about the following training subjects (when applicable):

1. The School's Code of Safe Practices.
2. Safe practices for operating work equipment.

3. Good housekeeping, fire prevention, safe practices for operating any office and construction equipment.
4. Safe procedures for cleaning and adjusting of equipment, and machinery.
5. Safe access to working areas.
6. Protection from falls.
7. Electrical hazards
8. Proper use of powered tools.
9. Guarding of belts and pulleys, gears and sprockets, and conveyor nip points.
10. Machine, machine parts, and prime mover guarding.
11. Lock-out/tag-out procedures.
12. Material, stock, or merchandise handling.
13. Chainsaw and other power tool operation.
14. Fall protection from elevated locations.
15. Use of elevated platforms, including condors (boom lifts), and scissor lifts.
16. Driver safety.
17. Slips, falls, and back injuries.
18. Ergonomic hazards, including proper lifting techniques and working on ladders or in a stooped posture for prolonged periods at one time.
19. Use of personal protective equipment.
20. Respiratory equipment.
21. Hazardous chemical exposures.
22. Hazard communication.
23. Physical hazards, such as heat/cold stress, noise.
24. Blood borne pathogens and other biological hazards.
25. Proper reporting of hazards and accidents to supervisors.
26. Hazard communication, including worker awareness of potential chemical hazards, and proper labeling of containers.
27. Laboratory safety.
28. Proper storage and handling of toxic and hazardous substances including prohibiting eating or storing food and beverages in areas where they can become contaminated
29. COVID-19 prevention procedures detailed in the Covid-19 Infection Control Plan in this safety plan.

Employee Suggestions/ Communications

It is School policy to maintain open communication between management and employees on matters pertaining to safety.

Employee participation is important and essential to the safety program. Employees should feel free to:

- Express safety concerns or suggestions during safety meetings
- Individually speak with their supervisor
- The safety suggestion form will allow employees to remain anonymous if they desire; however, this will make it difficult to provide special recognition if the suggestion is put to action.
- All safety suggestions will be given serious consideration, and each will receive a response.
- All COVID-19 required communications and notifications by the state and local public health and OSHA are stated in the COVID-19 Infection Control Plan on section V.

In turn, the School will provide current safety news and activities, safety reading materials, signs, posters, and a bulletin board for easy access by all. Also, regular safety meetings will be held so that all employees have an opportunity to receive safety training and voice personal opinions regarding safety.

A Digital [Employee Safety Suggestion form](#) is also available on [MYLO](#)

Employee Safety Suggestion Form

We are currently working on an anonymous web-based Safety Suggestion Drop Box; until that project is completed, we are providing all employees with this "Safety Suggestion Form" which can be scanned and e-mailed directly to our Learn4Life Safety Coordinator.

Please write as much detail as possible to help us pinpoint the safety issue/s in your specific location.

Scan and e-mail this form using one of the networked copiers in any of the Learn4Life locations to: SVillapando@learn4life.org

This form is to be used by employees who wish to report a safety suggestion or report unsafe work conditions or practices.

Description of unsafe condition or practice: _____

Address of the location where the safety issue was observed: _____

Cause or contributing factor: _____

Employee's suggestion for improving safety: _____

Has this been reported to the Principal, Site Administrator or Safety Designee of the location?

YES ☐ NO ☐

Employee Name (Optional): _____ Date: _____

Including your name in this form will enable the Safety Coordinator to give you the added benefit of a status report and update about your safety suggestion.

No employee will be retaliated against for reporting conditions or making suggestions. None of our employees are required to work at a job that is unsafe or unhealthful. Your cooperation in detecting hazards would be greatly appreciated.

Any questions, please ask your principal or call

Soliman Villapando Jr, Safety Coordinator ph: 661-418-1539 e: SVillapando@learn4life.org

INSPECTIONS

The purpose of workplace inspections is to locate potential hazards that can adversely affect safety and health. They are an essential and effective part of hazard control when used for fact-finding, not faultfinding.

Daily Inspections

All personnel are responsible for continuous, day to day inspections of their immediate workspace for actual and potential hazards observed during the course of performing their assigned duties.

Unsafe or unhealthy work conditions and practices will be corrected in a timely manner, according to the following procedures:

- Imminent hazards will be corrected immediately when observed or discovered.
- If an imminent hazard cannot be immediately corrected without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers who are required to correct the hazardous condition will be provided with the necessary protection or an outside vendor will be brought in to mitigate the issue.
- Periodic Inspections

Periodic planned inspections are performed according to the following schedule:

- When we initially established our IIP Program;
- When new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace;
- When new, previously unidentified hazards are recognized;
- When occupational injuries and illnesses occur; and
- Whenever workplace conditions warrant an inspection.

Periodic planned inspections will be made by members of the safety committee, or other designated individuals, utilizing the Safety Inspection Checklist report form (See Pages 62-64). A written report will be prepared following each inspection and reviewed by the safety committee (or designated management representative). Any potential hazards detected will be eliminated on a timely basis, as determined by severity. Assignments, target dates for completion, and actual completion dates will be documented in the minutes of the safety committee.

Safety Designees and Safety Meetings

Our School safety designees will be comprised of members (supervisors and/or employees) of the various departments, and management. They will meet on a monthly basis, and review the following:

- Minutes of the previous meeting.
- Unfinished business of the previous meeting including corrective actions authorized during the previous meeting.
- Safety Inspection Checklist.
- Discussion of accidents and corrective action taken.
- Accident trends.
- New and outstanding recommendations submitted by outside agencies (insurance carrier, fire department, Cal/OSHA, etc.)
- New business.

All meetings will be documented. Group safety meetings - supervisors will be responsible for holding department safety meetings on a regular basis. Employee attendance and discussion topics will be documented.

Accident Investigations and Reports

Supervisory personnel will be primarily responsible for investigating all accidents in their areas of responsibility. Accidents involving serious injury, fire or extensive property damage will be

investigated jointly by the responsible supervisor, the direct manager, and the human resources manager.

The primary goal of the accident investigation process is the prevention of future similar accidents using knowledge derived from the investigation. Additionally, the investigation will be used to prepare reports required by Federal and State laws as well as the workers' compensation insurance carrier. These reports are critical in assessing the School's liability and the supervisor's accountability under the law.

Procedures for investigating workplace accidents and hazardous substance exposures include:

- Interviewing injured workers and witnesses
- Examining the workplace for factors associated with the accident/exposure
- Determining the cause of the accident/exposure
- Taking corrective action to prevent the accident/exposure from reoccurring
- Recording the findings and actions taken

A [Digital Accident and Incident report form](#) is also available on [MYLO](#).

ACCIDENT INVESTIGATION REPORT

Name of Injured _____

Address/Location of Accident:

Witnesses:

Name of Witness _____

Describe activity at time of accident. (Attached any relevant pictures):

Describe any unsafe behavior:

Describe any unsafe conditions:

Were other employees injured/involved in the accident?

If employee was injured doing normal work activities, why did injury occur in this case?

What corrective action is needed to prevent similar injuries?

Has this corrective action been taken?

If not, when will it be taken?

Supervisor/Investigator signature: _____

_____ Date:

INSTRUCTIONS FOR COMPLETING ACCIDENT INVESTIGATIONS

Conducting a thorough accident investigation promptly after an injury occurs can be the first step toward preventing future worker injuries. The benefits that can be derived from this process are frequently overlooked by employers. Investigations can lead to safer working conditions, restore the sense of security of employees, increase productivity, and save money for the School.

The primary goal of an accident investigation is to identify the underlying cause of the injury. This underlying cause, often referred to the “root cause of injury,” is not always easily identified. An investigator may need to look at a series of causes and effects reaching back to the first event on the chain of events leading up to the injury.

The following guidelines are provided for conducting an accident investigation.

- The immediate supervisor of the injured employee should perform the investigation.
- The investigation should begin immediately after the injured employee has received on-site medical assistance or has been transported to medical facilities.
- Evidence (including tools and equipment) should be preserved so their condition can be determined.
- Witnesses should be identified and detailed documented interviews conducted.
- Photographs of equipment and conditions around the accident area should be taken.
- Training records of the injured and anyone else involved in the accident should be reviewed
- A written report should be prepared when all of the facts have been reviewed.

The investigation should ask the questions: Who, What, Where, and When, but the most important question is Why the injury occurred. Oftentimes the injured employee may have performed the same task repeatedly without getting injured. It is important to know why the injury occurred this time. The answer to the Why question may indicate something was done differently, and this can often be the “root cause” of the injury.

Additional Resources

To assist employers and workers in conducting effective incident investigations, and to develop corrective action plans, the following resources can help:

- OSHA Fact Sheet. [Root Cause: The Importance of Root Cause Analysis During Incident Investigation](#). (2016). This fact sheet provides guidance for identifying root causes of incidents and/or near misses in order to prevent their recurrence.

Recordkeeping

The School will maintain the following records for the Injury and Illness Prevention Program (IIPP):

RECORDS OF INJURIES AND ILLNESSES REPORTED TO OSHA* (only if there are fatalities for Partially Exempted SIC Codes 82-Educational Services)

- Each fatality, injury or illness that is work-related will be recorded on OSHA Form 300 according to its instructions.
- An Injury and Illness Incident Report will be prepared (OSHA Form 301 or its equivalent).
- Annually review and certify the OSHA Form 300.
- Annually post the Summary of Work-Related Injuries and Illnesses (Form 300A) in a conspicuous place where employees can see it, no later than February 1 and keep it posted until April 30.
- OSHA records will be maintained in by employer for five (5) years.
- All COVID-19 reported cases are digitally stored on a secured internal database on [MYLO](#)

Copies of OSHA forms may be obtained at <http://www.osha.gov> or from the OSHA publications office. Direct access to the

California Standard and California forms may be obtained at <http://www.californiaosha.info/>.

Records of Workplace Hazards

Records of all imminent or potential hazards observed in the workplace, whether detected by an employee or by the safety committee during planned periodic inspections, will be recorded on hazard assessment and correction forms. The records will include the name(s) and job titles of the person(s) that detected an

actual or potential hazard or the safety committee members conducting the inspection, full descriptions of the unsafe conditions and/or work practices that have been identified, and the action(s) taken to correct the identified unsafe conditions and work practices.

Safety and Health Training Records

1. Documentation of safety and health training, including the worker's names, the training date, type(s) of training, and training providers are recorded on the training record.
2. Inspection records and training documentation will be maintained for five years except for training records of employees who have worked for less than one year which are provided to the employee upon termination of employment.

A Digital [Anonymous Safety Report](#) form is also available on [MYLO](#)

REPORT OF HAZARD FORM

LOCATION _____ DEPT. _____ DATE _____

SUBMITTED
BY _____

LOCATION OF UNSAFE CONDITION (Describe in Detail):

If necessary, Draw a Diagram in the Following Box

Recommendations to Correct this Condition: _____

Employee Signature _____

Supervisor Signature _____

(SAFETY DEPARTMENT USE ONLY)

Recommended Corrective Action:

Estimated Cost: _____ Approved by: _____

Estimated Completion Date: _____

SAFETY INSPECTION CHECK LIST

Inspection Conducted by: _____ Position: _____

Date: ____/____/____ School: _____ Address: _____ Charter: _____

YES	NO	Parking Lot
		Any Ice or Black Ice Present? (during seasons with freezing temperatures)
		Do you notice any broken sprinkler heads?
		Are the parking lot lights working properly? (timers are set to turn on and off correctly?)
		Do you notice any homeless people loitering around the site? (if yes, please call local law enforcement to report)
		Other Observations - suspicious activities? (Please indicate below):
YES	NO	Entrance Area
		Is the site free of evidence of continuing pest infestation? (if no, has pest control or property management been contacted?)
		Are Rugs flat and dry at all times?
		Do you observe any tripping hazards?
		Are electrical outlets in good condition? (no cracks, missing pieces or burn marks)
		Are lights and switches in good working condition?
		Do you notice any Graffiti?
		Do you detect any unusual odors (LPG, burning smell, cigarette / vaping smoke)
		IdentiMetrics System working? Are the students using it?

		Do you observe the security guard/s performing their duties according to their post orders? (if guards are assigned) are they screening people for COVID-19 Symptoms before entry according to the Infection Control Plan?
		Are all required COVID-19 postings, signs, sanitizers and PPE present?
YES	NO	Instructional Areas
		Any broken furniture? (Desks, Chairs, Tables)
		Do you observe any tripping hazards? (Extension cords, phone chargers, laptop cables, etc.)
		Are exit doors accessible and properly marked?
		Are bookshelves and filing cabinets earthquake braced?
		Do you observe filing cabinets being left open/or two or more file drawers open at the same time?
		Do you detect any unusual odors? (smoke, LPG, burnt smell)

		Are lights, switches and outlet covers in good condition?
		Are Fire exit doors and hallways free of obstructions? (there should be at least 36-48 inches clearance)
		Are all required COVID-19 postings, signs, sanitizers and PPE present?
YES	NO	Storage and Break Rooms
		Do you see observe any tripping hazards (do the walkways have at least 36-48 inches clearance?)
		Are the shelves stocked safely and neatly?
		Are lights, switches, electrical outlets are in good working condition?
		Is the refrigerator clean and free of outdated and spoiled food?
		Are the floors always kept free of wet spills and debris?
		Is there a non-slip floor matt?
		Are trash cans clean and always emptied out when full?
		Are toasters and microwaves clean and in good working order?
		Are storage racks in good condition and earthquake braced?
Are all required COVID-19 postings, signs, sanitizers and PPE present?		
Yes	NO	Bathrooms
		Are all restrooms available for use?
		Are all restrooms adequately stocked (toilet paper, soap, and paper towels); and maintained in sanitary condition?

		Are there any broken fixtures or leaks?
		Are there any Graffiti?
		Are floors kept dry and free of debris?
		Do you observe any tripping and slipping hazards?
Are all required COVID-19 postings, signs, sanitizers and PPE present?		
YES	NO	General Condition
		Are employees practicing safety & security rules and procedures? (refer to Code of Safe Practices)
		Are Emergency Procedures and School Safety Plans current and readily available?
		Are non-smoking / non-vaping / no alcohol / no drugs / no weapons policies being enforced?
		Are the dress codes for both employees and students being enforced?
		Are all "employees and students" wearing Identification badges in a visible manner?
		Are the workplace's clean and in order?
		Are staff trained on and using safe lifting techniques? (If no, contact Safety for training materials & videos)
		Do all heaters have a working tip over switch?
		Are space heaters kept at least three feet away from any combustible items, such as paper, furniture, draperies, etc.?
		Are all electric space heaters plugged directly into the wall?
		Is the AED in good standby mode (green light flashing)
		Are the Electro pads and/or the AED battery expired?
		Is the AED cabinet alarm working? (Initial the tag for the month)
		Are required evacuation maps properly displayed? (If no, please request from Safety)
		Are EpiPens clear and colorless and not expired?
		Is first aid cabinet properly stocked? (order empty items from staples using the item # on the empty box)
		Is emergency lighting available and in good working order?
		Are all fire extinguishers in good standby order? (check if pressure gauge at green zone and initial the tag for the month)
		Are aisles towards the emergency exits doors free of obstructions? (36-48" clearance)
		Has maintenance request been placed for necessary repairs? (broken windows, carpet condition, graffiti, etc.)

YES	Threat Assessment Meeting of Counselors, Psychologists, Principal/s, AP/s and LCC/s
	Threat assessment meetings about dangerous students are held periodically
	Are there any cases that need to be forwarded to Safety & Security and Law Enforcements? (Fill comments below for more details)
	Are all required COVID-19 postings, signs, sanitizers and PPE present?

General Comments & Recommendations:

Signature: _____ Date: _____

EMPLOYEE SAFETY ORIENTATION CHECKLIST

EMPLOYEE _____

SUPERVISOR/TRAINER _____

The following is an outline only. If you observe other conditions that should be covered in the new employee safety orientation, add them to this form and report them to the Safety Committee Member in your area. Return this checklist to the Personnel Office upon completion.

CLOTHING AND DRESS

Footwear

- Discuss safety rules in detail. Show employee some examples of acceptable shoes.

Personal Clothing

- Discuss danger of being poorly clothed for position.
- Discuss jewelry, loose fitting clothes, shorts or other clothing that is inappropriate for the job.
- Discuss hazard of hair length around equipment.

Safety Articles Issue Glasses, ear protectors, respirators and protective clothing where applicable.

- Give instructions for use and cleaning. Discuss enforcement of rule.

MATERIAL HANDLING

Lifting in general - discuss some common sense tips for lifting safety such as;

- Take a realistic look at an object you have never lifted before...can you safely lift it? How?
- See if there is a label to tell you how heavy it is or how to lift it (give some examples where available).
- See how others are handling the object.
- Give it a test tug or lift before trying to fully lift and/or carry it.
- Don't be a hero!!! Use material handling equipment or ask for help where necessary.
- Lifting techniques - physically demonstrate to the employee the correct way to lift, push, pull, or move every item that the employee will handle that is different enough to be covered separately. Use the "watch-me, now-you-do-it" approach and reinforce the importance of:

Foot position

- place feet as far apart as shoulders for balance and get as close as possible to the object rather than stretching.

Back position

- keep your back straight...bend the knees and squat to pick up the object...do not bend over to reach it.

Chin position

- concentrate on keeping your chin tucked in close to your chest. It helps to keep your spine straight and stops you from reaching out away from your body.

Palm position

- whenever possible, use the entire hand and palm to grip the object rather than merely the fingers.

Body position

- stay squarely above your feet when lifting. Do not lean left, right, or to the front or rear.

Arm position

- keep your arms tucked in as close as possible to your body and to the object being lifted.

Storage handling

- Go over items that are sharp, fragile, caustic, slippery, etc., or that may provide other special lifting, moving or handling problems.
- Identify which items must be handled with gloves or other protective devices.

Material storage

- Show where materials, pallets, etc., may not be placed or stored...respect yellow lines...do not encroach into aisles, workstations, doorways, area in front of electrical panels, etc.

Physical survey

Equipment

- Take a walk showing new employees where the fire extinguishers, alarms, hoses, and any other firefighting equipment are stored. Explain how and when to use the fire equipment. Stress that employees must not block, cover or tamper with any of the equipment.

Emergency exit

- show the employee where all emergency exits are for each area and when they are to be used and what to do once outside.

Smoking physically show the employee where the smoking and no-smoking areas are and how cigarette butts are to be handled.

Flammables

- Physically identify and show employee all flammable materials he/she could possibly be handling, how to handle them, where they are stored and how they are disposed of. Include handling of rags.

Site cleanliness

- Show how scrap and trash are handled, and where trash and scrap containers are kept.
- Go over each employee's housekeeping responsibilities in detail.

HAZARDOUS SUBSTANCES/MATERIALS

Introduce the employee to all hazardous materials and/or substances and demonstrate how to and how not to handle, use, and store each. Test each employee.

EQUIPMENT

- Go through, in detail, the proper handling and complete operation of every piece of equipment the employee might reasonably be expected to use. After you have demonstrated its use, make sure the employee can perform all operations safely and properly. Document each piece of equipment below. Include things like knives, ladders, forklifts, hand tools, power tools, mounted equipment, etc.

LIST ALL EQUIPMENT COVERED _____

ACCIDENTS AND UNSAFE CONDITIONS

- Discuss the importance of accident prevention and reporting. Describe in detail the steps to be taken and by whom, in case of an accident. Show all employees

the form(s) used by supervisors and by the employees. Discuss reporting of suspected unsafe workplace conditions or practices.

REVIEW SAFETY RULES

- While walking around the work area to show and demonstrate each of the items outlined, go over each of the individual safety rules that the above outline does not cover. Stress that we enforce the safety rules diligently and strictly. Refer to the Rules and Regulations of Personal Conduct that provide for discipline up to and including discharge for violations of safety rules or safe practices.

All of the Training/Orientation represented in this outline was completed on:

Signature of Trainer

Signature of Trainee

Date

Safety Meeting Record

Safety Training must be provided for employees in the performance of their duties. Use this form to document any employee meetings and training.

TOPIC:

DATE:

NAMES OF ATTENDEES:

An Employee Safety Suggestion form is also available on [MYLO](#).

Employee Safety Suggestion / Hazard Report

This form is to be used by employees who wish to report a safety suggestion or report an unsafe work condition or practice.

Description of Unsafe Condition or Practice:

Cause or Contributing Factor:

Employee's Suggestion for Improving Safety:

Has this been reported to the Area Supervisor? YES_____ NO_____

Employee Name (Optional): _____ Date: _____

No employee will be retaliated against for reporting conditions or making suggestions.
None of our employees are required to work at a job that is unsafe or unhealthful. Your
cooperation in detecting hazards would be greatly appreciated.

A Digital Incident Submission form is also available on [MYLO](#).

INCIDENT REPORT FORM

LOCATION_____DATE_____

SUBMITTED

BY_____

Describe in detail: _____

ADDITIONAL NOTES:

Reporter's Name and Contact information: _____

Witness' name and contact information: _____

Reporter's Signature _____ Witness' Signature _____

(OFFICIAL USE ONLY)

Recommended Corrective Action:

Administrator: _____ Date: _____
Print Name

Acknowledgement and receipt of Injury and Illness Prevention Program and Code of Safety Practices

-
- A copy and explanation of the Injury and Illness Prevention Program (IIPP) and Code of Safe Practices contained within.
 - An explanation of our IIPP and how to obtain a copy.
 - An explanation of methods to recognize Safety Hazards and other activities that may involve exposure to accidents and injuries.
 - An explanation of the School's Codes of Safe Practices and its purpose of promoting and enforcing the rules for safe working environment.
 - The option to ask my direct supervisor for help and ask any questions about the Injury and Illness Prevention Program.

I acknowledge and understand all the above:

Print Name

Signature

Date

The Injury and Illness Prevention Program (IIPP) is a basic written workplace safety program. [Title 8 of the California Code of Regulations \(T8CCR\) section 3203](#), requires every employer to develop and implement an effective IIPP. An effective IIPP improves the safety and health in your workplace and reduces costs by good management and employee involvement.

D. Heat Illness Prevention Program

Heat-related illness is generally explained as a feeling of being overheated when the temperature rises. It usually begins slowly and lasts for a long time, but it may also occur quickly and be a serious illness. It can be prevented or managed by maintaining the balance of body fluids during warm weather which means drinking plenty of water and fluids to prevent the dehydration and loss of body fluid through sweating and breathing, which is more pronounced in warm weather. The Heat Illness Prevention Program is documented in its own document. The information listed here is a summary version.

Always notify the parent/guardian immediately!

Health Goals

- Student will recognize and communicate signs of illness to adults, and will receive appropriate intervention to promote return to health.
- Student will participate in School activities, with accommodations as needed, to the fullest extent possible.

Heat Exhaustion

- Typically occurs during hot and humid days in people who have not adjusted to the heat.
- When environmental temperature is high, the body will cool itself by sweating and evaporation. This process is likely to be ineffective when there is intense physical activity and dehydration.
- If he/she is not sweating, there is a risk of shock, heat stroke, and possibly death.

Signs of illness	Interventions
• Heavy sweating • Fatigue, weakness, muscle cramping • Cold, pale, and clammy skin • Fast and weak pulse (near or over 100 beats per minute) • Nausea and vomiting • Fainting • Increased breathing (near or over 30 breaths per minute)	• Stop all activity, get to a shady area, and start cooling measures immediately • Lie down and loosen or remove heavy or restrictive clothing, especially around the neck, chest, and groin • Apply cool, wet cloths, fan or spray with cool mist • Transport to a cool (but not cold) office • Sip room temperature water (about ½ cup every 15 minutes), but ONLY if fully awake and alert (cold fluids will cause stomach cramping)

Call 911 when

- Body temperature is high
- Decreased alertness, increased confusion, or loss of consciousness
- Unable to drink fluids or vomiting occurs
- Had or is having a seizure, even if there is a history of seizure activity
- Ever been diagnosed with heart or blood pressure problems, or other known medical conditions

Tips for Preventing Heat-Related Illness

Stay Cool

- **Wear Appropriate Clothing:** Choose lightweight, light-colored, loose-fitting clothing.

Stay Hydrated

- **Drink Plenty of Fluids:** Drink more fluids, regardless of how active you are. Don't wait until you're thirsty to drink.
- **Warning:** If your doctor limits the amount you drink or has you on water pills, ask how much you should drink while the weather is hot.
- **Stay away from very sugary or alcoholic drinks**—these actually cause you to lose more body fluid. Also avoid very cold drinks, because they can cause stomach cramps.
- **Replace Salt and Minerals:** Heavy sweating removes salt and minerals from the body that need to be replaced. A sports drink can replace the salt and minerals you lose in sweat.
- If you are on a low-salt diet, have diabetes, high blood pressure, or other chronic conditions, talk with your doctor before drinking a sports beverage or taking salt tablets

Appendix 2: Information and External References

[Title 8 California Code of Regulations, General Industry Safety Orders - §3395](#)

Heat Illness Prevention: What you need to know

<https://www.dir.ca.gov/dosh/HIP.pdf>

Heat Illness Prevention Enforcement Q&A

<http://www.dir.ca.gov/DOSH/heatIllnessQA.html>

Protect Yourself from Heat Illness

http://www.dir.ca.gov/dosh/dosh_publications/HeatIllnessEmployeeEngSpan.pdf

To check weather forecasts, use - The National Weather Service (NOAA)

<http://www.weather.gov/>

For Heat Safety Resources & Heat Index Chart

http://www.nws.noaa.gov/om/heat/heat_index.shtml

Tips for Preventing Heat Illnesses

<https://www.cdc.gov/disasters/extremeheat/heattips.html>

E. Administration of Epinephrine Auto-Injectors

INTRODUCTION

This document provides model training standards for the administration of epinephrine auto-injectors in accordance with Education Code (EC) Section 49414.. Based on a number of incidents of anaphylaxis in California Schools, legislation was enacted in 2001 authorizing the State Superintendent of Public Instruction to develop minimum standards of training for School personnel in the administration of epinephrine auto-injectors. These standards are intended to provide guidelines for training School personnel who have volunteered for training. They are not mandates or requirements for local agencies. These standards were obtained from the agencies and organizations listed in EC Section 49414(e)(1) and represent the standard of care determined by those health and medical experts in this field. It is estimated that severe allergies affect nearly 40 million Americans in all age groups and put those individuals at risk of death from anaphylaxis. Anaphylaxis is a potentially life-threatening severe allergic reaction to a substance. Epinephrine is a drug that can be successfully utilized to counteract anaphylaxis.

Training Standards

It is recommended that all School personnel responsible for the storage and emergency use of an epinephrine auto injector be trained annually, that the training be conducted by a physician or School nurse, and that the training include the following information.

Techniques for recognizing symptoms of anaphylaxis.

The signs and symptoms of anaphylaxis usually appear rapidly, within seconds or minutes, after an exposure to an allergen, although in some cases the reaction can be delayed for up to one to three hours depending on the substance causing the reaction. The California Emergency Medical Services Authority (EMSA) definition of ANAPHYLAXIS IS "ANY RESPIRATORY SYSTEM INVOLVEMENT, DIFFICULTY BREATHING, AUDIBLE WHEEZING, OR DIFFICULTY SWALLOWING."

Common symptoms, according to the American Academy of Allergy, Asthma and Immunology's (AAAAI) Position Statement 34, may include:

- Hives

- Itching (of any part of the body)
- Swelling (of any body parts)
- Red, watery eyes
- Runny nose
- Vomiting
- Diarrhea
- Stomach cramps
- Change of voice
- Coughing
- Wheezing
- Throat tightness or closing
- Difficulty swallowing
- Difficulty breathing
- Sense of doom
- Dizziness
- Fainting or loss of consciousness
- Change of color

Some individuals have an anaphylactic reaction, and the symptoms go away only to return a few hours later. This is called a bi-phasic reaction. Often the symptoms of the bi-phasic reaction occur in the respiratory system and take the individual by surprise.

Therefore, according to the AAAAI, after a serious reaction "observation in a hospital setting is necessary for at least four hours after initial symptoms subside because delayed and prolonged reactions may occur even after proper initial treatment."

Once anaphylaxis has begun, the treatment of choice is an immediate intramuscular injection of epinephrine, which is effective for 10 to 15 minutes (according to the manufacturer of epinephrine auto-injectors, Dey Labs), followed by emergency medical attention.

Common causes of anaphylaxis include:

- Food
- Insect stings
- Medication (e.g. antibiotics, aspirin, and non-steroidal anti-inflammatory drugs)
- Latex

Less common causes of anaphylaxis include:

- Food-dependent exercise induced anaphylaxis (rare — occurs when an individual eats a specific food and exercises within three to four hours after eating)

- Idiopathic anaphylaxis (Unknown cause)

Severe allergic reactions may be at times unavoidable because foods may contain unknown or unreported allergy producing ingredients, insects range widely, latex can be found almost anywhere, and some individuals do not know that they are severely allergic to one or more allergens.

Standards and procedures for the storage and emergency use of epinephrine auto-injectors.

An epinephrine auto-injector is a disposable drug delivery system that contains the proper dose of epinephrine and is used to treat anaphylaxis. It is supplied as a spring-loaded syringe that can be easily transported. The disposable system is designed to treat a single anaphylactic episode and must be properly discarded (in compliance with applicable state and federal laws) after its use. It is generally recommended that two epinephrine auto-injectors be kept on-hand as back-up. The following information on the emergency use of an epinephrine auto-injector is based on the manufacturer's instructions and represents the consensus of the consulting agencies and organizations as listed in EC Section 380.1179(e)(1).

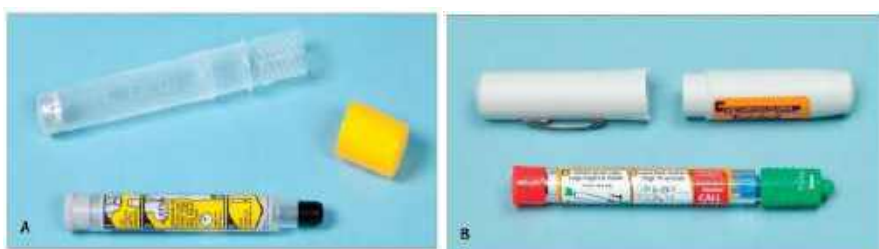


FIGURE 11-2, A-B A, An Epi-Pen® is preloaded with a single dose of the drug epinephrine. B, A Twinject® is preloaded with a double dose of epinephrine.

Steps in the Emergency Use of an Epinephrine Auto-Injector (EpiPen):

- Determine if anaphylaxis is suspected. Anaphylaxis usually, but not always, occurs right after exposure to an allergen. Frequently anaphylaxis occurs in individuals who have a history of a previous reaction. If there is uncertainty about the diagnosis, but there is a reasonable probability that it is anaphylaxis, then treat as anaphylaxis.
- If anaphylaxis symptoms occur, call 911 or activate the emergency medical system (EMS). Stay with the victim.
- Have others notify the paramedics, School nurse, parents and School administrator immediately.
- Have the victim sit down. Reassure the victim and avoid moving him or her. Calming reduces the distribution of the allergen in the body.

Prepare to administer EpiPen.

- For students in second grade or below, or if less than 66 lbs., use White label EpiPen Jr (0.15 mg)
- For adults and students in third grade or above, or if more than 66 lbs., use Yellow label EpiPen (0.3 mg) The EpiPen acts immediately; however, the effects last only 10—15 minutes. Make sure someone has called 911.

EpiPen Administration Procedure:

- Grasp the EpiPen and form a fist around the unit. With the other hand, pull off the GRAY Safety Cap.

EpiPen® and EpiPen® Jr. Directions

- Pull off gray activation cap.



- For Twinject, pull of Green end cap then Red end cap.

Twinject™ 0.3 mg and Twinject™ 0.15 mg Directions



- Hold the black tip near the outer thigh. Never put thumb, fingers, or hand over the black tip. (If an accidental injection occurs, go immediately to the nearest hospital emergency room.)
- Swing and jab the black tip firmly into the OUTER BARE THIGH so that the auto-injector is perpendicular (at a 90° angle) to the thigh. You will hear a click. (The EpiPen can be injected through the victim's clothing, if necessary.)



- Hold the EpiPen firmly in place for 10 seconds, and then remove it from the thigh. (After the injection, the victim may feel his or her heart pounding. This is a normal reaction.)
- Remove the EpiPen and massage the injection area for several seconds.



Check the black tip:

- If the needle is exposed, the dose has been delivered
- If the needle is not exposed, repeat steps b through e

Dispose of the EpiPen in a "sharps" container or give the expended EpiPen to the paramedics.



- Call 911, if not previously called.

- If the anaphylactic reaction is due to an insect sting, remove the stinger as soon as possible after administering the EpiPen. Remove stinger quickly by scraping with a fingernail, plastic card or piece of cardboard. Apply an ice pack to sting area. Do NOT push, pinch, or squeeze, or further imbed the stinger into the skin because such action may cause more venom to be injected into the victim.
- Observe the victim for signs of shock. Cover the victim with a blanket, as necessary, to maintain body temperature and help to prevent shock.
- Monitor the victim's airway and breathing. Begin CPR immediately if the victim stops breathing.
- Take the victim's vital signs (if trained to do so) and record them. Duplicate the emergency card for the paramedics. When paramedics arrive tell them the time EpiPen was administered and the dose administered. If EpiPen has not been disposed of in a sharp's container, give the expended EpiPen to the paramedics.
- If symptoms continue and paramedics do not arrive, use a new EpiPen and re-inject 15 to 20 minutes after initial injection. Continue to monitor the victim's airway and breathing.
- Follow-up medical care should be obtained at the emergency room or from the victim's physician. A second delayed reaction may occur up to 6 hours after the initial anaphylaxis.
- Document the incident and complete the accident/incident report. Include in the documentation the date and time EpiPen was administered, the victim's response, and additional pertinent information. Send a copy of the report to the School nurse.

Storage:

According to the manufacturer, epinephrine auto-injectors should be stored at room temperature until the marked expiration date, at which time the unit must be replaced. Auto-injectors should not be refrigerated as this could cause the device to malfunction. Auto-injectors should not be exposed to extreme heat, such as in the glove compartment or trunk of a car during the summer and they should not be exposed to direct sunlight. Heat and light shorten the life of the product and can cause the epinephrine to degrade. To be effective, the solution in the autoinjector should be clear and colorless. If the solution is brown, replace the unit immediately.

Emergency follow-up procedures, including calling the emergency 911 phone number and contacting, if possible, the pupil's parent and physician.

When it is determined, based on the symptoms that an anaphylactic reaction is occurring, it is important to act quickly. Administer epinephrine via an epinephrine auto-injector and have an assistant call 911 and request emergency response. Then contact the School nurse, School administrator, pupil's parent and physician and inform them of the actions taken. Stay with the pupil until the paramedics arrive.

Even after epinephrine has been administered, emergency medical care should be obtained immediately because severely allergic individuals who have experienced anaphylaxis may need emergency respiratory or cardiac care, or even to be resuscitated if they stop breathing altogether. At the very least, these individuals will need professional care to determine whether additional epinephrine, steroids, antihistamines, or other treatment is required. Follow-up diagnosis and care by medical professionals after the administration of epinephrine is important for recovery. A delayed or secondary reaction may occur. Therefore, the individual needs to remain under medical supervision for at least four hours after an episode of anaphylaxis.

Instruction and certification in cardiopulmonary resuscitation (CPR).

Any School personnel volunteering to be trained to administer epinephrine auto-injectors are required by EC section 380.1179(e)(2)(D) to receive instruction and maintain current certification in cardiopulmonary resuscitation from a recognized provider such as the American Red Cross or the American Heart Association.

Written materials.

Ed Code section 380.1179 requires Schools retain the following written materials for reference:

- EC section 380.1179
- Training Standards for the Administration of Epinephrine Auto-Injectors
- Training logs or documentation of training in the administration of epinephrine auto-injectors and cardiopulmonary resuscitation

It is the School's responsibility to prepare or obtain these materials and provide them as part of the training.

Education Code Section 380.1179

Sec. 1179.

(1) If the conditions prescribed in subsection (2) are met, notwithstanding any School or School district policy to the contrary, a pupil of a public School or nonpublic School may possess and use 1 or more of the following at School, on School-sponsored transportation, or at any activity, event, or program sponsored by or in which the pupil's School is participating:

- a) A metered dose inhaler or a dry powder inhaler to alleviate asthmatic symptoms or for use before exercise to prevent the onset of asthmatic symptoms.
- b) An epinephrine auto-injector or epinephrine inhaler to treat anaphylaxis.

(2) Subsection (1) applies to a pupil if all of the following conditions are met:

- a) The pupil has written approval to possess and use the inhaler or epinephrine auto-injector as described in subsection (1) from the pupil's physician or other health care provider authorized by law to prescribe an inhaler or epinephrine auto-injector and, if the pupil is a minor, from the pupil's parent or legal guardian.
- b) The principal or other chief administrator of the pupil's School has received a copy of each written approval required under subdivision (a) for the pupil.
- c) There is on file at the pupil's School a written emergency care plan that contains specific instructions for the pupil's needs, that is prepared by a physician licensed in this state in collaboration with the pupil and the pupil's parent or legal guardian, and that is updated as necessary for changing circumstances.

(3) Notwithstanding any School or School district policy to the contrary, a pupil of a public School or nonpublic School may possess and use a United States Food and Drug Administration approved, over-the-counter topical substance at School, on School-sponsored transportation, or at any activity, event, or program sponsored by or in which the pupil's School is participating if all of the following conditions are met:

- a) If the pupil is a minor, the pupil has written approval to possess and use the United States Food and Drug Administration approved, over-the-counter topical substance from the pupil's parent or legal guardian.
- b) The principal or other chief administrator of the pupil's School has received a copy of the written approval required under subdivision (a), if any, for the pupil.

(4) A School district, nonpublic School, member of a School board, director or officer of a nonpublic School, or employee of a School district or nonpublic School is not liable for damages in a civil action for injury, death, or loss to person or property allegedly arising from a pupil being prohibited by an employee of the School or School district from using a United States Food and Drug Administration approved, over-the-counter topical substance, an inhaler, or an epinephrine auto-injector because of the employee's reasonable belief formed after a reasonable and ordinary inquiry that the conditions prescribed in subsection (2) or (3), as applicable, had not been satisfied. A School district, nonpublic School, member of a School board, director or officer of a nonpublic School, or employee of a School district or nonpublic School is not liable for damages in a civil action for injury, death, or loss to person or property allegedly arising from a pupil being permitted by an employee of the School or School district to use or possess a United States Food and Drug Administration approved, over-the-counter topical substance, an inhaler, or

an epinephrine auto-injector because of the employee's reasonable belief formed after a reasonable and ordinary inquiry that the conditions prescribed in subsection (2) or (3), as applicable, had been satisfied. This subsection does not eliminate, limit, or reduce any other immunity or defense that a School district, nonpublic School, member of a School board, director or officer of a nonpublic School, or employee of a School district or nonpublic School may have under section 1178 or other state law.

(5) As part of its general powers, a School district may request a pupil's parent or legal guardian to provide an extra inhaler or epinephrine auto-injector to designated School personnel for use in case of emergency. A parent or legal guardian is not required to provide an extra inhaler or epinephrine auto-injector to School personnel.

(6) A principal or other chief administrator who is aware that a pupil is in possession of a United States Food and Drug Administration approved, over-the-counter topical substance, an inhaler, or an epinephrine auto-injector pursuant to this section shall notify each of the pupil's classroom teachers of that fact and of the provisions of this section.

(7) As used in this section and in section 1179a:

- a) "School board" includes a School board, intermediate School board, or the board of directors of a public School academy.
- b) "School district" includes a School district, intermediate School district, or public School academy.
- c) "United States Food and Drug Administration approved, over-the-counter topical substance" includes, but is not limited to, sunscreen, antimicrobial or antifungal products, external analgesics including lidocaine, psoriasis or eczema topical treatments, or any other topical product with a therapeutic effect.

Resources and Bibliography

- American Academy of Allergy, Asthma and Immunology (AAAAI)
- American Academy of Pediatrics (AAP)
- California Department of Education (CDE)
- California Department of Public Health (CDPH)
- California Medical Association (CMA)
- California School Nurses Organization (CSNO)
- Emergency Medical Systems Authority (EMSA)
- Food Allergy and Anaphylaxis Network (FAAN)
- California Department of Education (<http://www.cde.ca.gov/ls/he/hn/epiadmin.asp>)
- [http://www.legislature.mi.gov/\(S\(1bznrasdofln0zwstdatr00d\)\)/mileg.aspx?page=GetObject&objectname=mcl-380-1179](http://www.legislature.mi.gov/(S(1bznrasdofln0zwstdatr00d))/mileg.aspx?page=GetObject&objectname=mcl-380-1179)
- Red Cross Training Manual 2012

Acknowledgements

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APPENDIX. FOOD ALLERGY ACTION PLAN

Student's Name: _____ D.O. B: _____ Teacher: _____

ALLERGY TO: _____

Asthmatic Yes ____ No ____ *Higher risk for severe reaction

To be
determined
by
physician
authorizing
treatment

STEP 1: TREATMENT

<u>Symptoms:</u>	<u>Give Checked Medication**:</u>

If a food allergen has been ingested, but no symptoms:	EpiPen	Antihistamine
Mouth Itching, tingling, or swelling of lips, tongue, mouth	EpiPen	Antihistamine
Skin Hives, itchy rash, swelling of the face or extremities	EpiPen	Antihistamine
Gut Nausea, abdominal cramps, vomiting, diarrhea	EpiPen	Antihistamine
Throat Tightening of throat, hoarseness, hacking cough	EpiPen	Antihistamine
Lung Shortness of breath, repetitive coughing, wheezing	EpiPen	Antihistamine
Heart Thready pulse, low blood pressure, fainting, pale,	EpiPen	Antihistamine
Other	EpiPen	Antihistamine
If reaction is progressing (several of the above areas affected)	EpiPen	Antihistamine

The severity of symptoms can quickly change. Potentially life-threatening.

DOSAGE

Epinephrine: inject intramuscularly (circle one) EpiPen EpiPen Jr.
(see labels for instructions)

Antihistamine: give _____

Medication/dose/route _____

Other: _____

STEP 2: EMERGENCY CALLS

Call 911 (or Rescue Squad: _____). State that an allergic reaction has been treated, and additional epinephrine may be needed.

Dr. _____ at _____

Emergency contacts:

Name/Relationship

Phone Number(s)

1.) _____ 2.) _____

EVEN IF PARENT/GUARDIAN CANNOT BE REACHED, DO NOT HESITATE TO MEDICATE OR TAKE CHILD TO MEDICAL FACILITY!

Parent/Guardian Signature

_____ Date _____

Doctors Signature (Required)

_____ Date _____

TRAINED STAFF MEMBERS

1. _____ Room _____

2. _____ Room _____

3. _____ Room _____

RECEIPT OF EPINEPHRINE AUTO-INJECTORS AND ACKNOWLEDGEMENT OF THE RESPONSIBILITIES OF THE SITE'S ADMINISTRATOR.

- Overseeing the placement and maintenance of Epinephrine auto-injectors;

- Identifying and selection of volunteer employees as well as coordination of initial and refresher training in Epinephrine auto-injectors training;
- Providing volunteer employees review materials for recognizing symptoms of Anaphylaxis, emergency use of Epinephrine auto-injectors and emergency follow-up procedures, including calling 911 and contacting if possible, the pupil's parent and physician.
- Verifying expiration dates, inspecting the clarity/quality of the Epinephrine solution and documenting incident reports properly;
- Replacing expired Epinephrine auto-injectors and replacing them after an incident;
- Overseeing of Epinephrine auto-injectors trained personnel associated with the program;
- Receipt of "Administration of Epinephrine Auto-Injectors" program and the Red Cross' guide to "Anaphylaxis and Epinephrine Auto-Injectors" and "Assisting with an Epinephrine Auto-Injector" materials;
- Receipt of Epinephrine Auto Injectors; ____ (regular 2-packs) ____ (Junior 2-packs) for _____.
- Notifying all personnel of the location of the "Administration of Epinephrine auto-injectors Program.

I acknowledge and understand all of the above:

_____	_____	_____
Print Site's Administrator's	Site's Administrator's Signature	Date

BIBLIOGRAPHY

Work Cited

Safer Schools California, SaferSchools.California.gov. N.D. "Guide for Developing and Submitting Floor Plans". Web. 16, March 2015.

Safer Schools California, SaferSchools.California.gov. N.D. "Guide for Developing High Quality Plans". Web. 16, March 2015.

Safer Schools California, SaferSchools.California.gov. N.D. "Model School Site Plans". Web. 16, March 2015.

Safer Schools California, SaferSchools.California.gov. N.D. "Sample Emergency Contact Sheet". Web. 16, March 2015.

Safer Schools California, SaferSchools.California.gov. N.D. "School Safety Plans" Web. 16, March 2015.

California.gov. N.D. "School Safety Plans". Web. 16, March 2015.

[http://www.legislature.mi.gov/\(S\(1bznrasdofln0zwstdatr00d\)\)/mileg.aspx?page=GetObject&objectname=mcl-380-1179](http://www.legislature.mi.gov/(S(1bznrasdofln0zwstdatr00d))/mileg.aspx?page=GetObject&objectname=mcl-380-1179)

F. NALOXONE ADMINISTRATION - Policies and Procedures

Purpose and Scope

To establish guidelines and regulations governing the utilization of naloxone nasal spray administered by [Charter School Name]. The objective is to treat opioid overdoses and get those overdosed transported to an emergency department to reduce the number of fatal overdoses.

It is the policy of the Charter School is to ensure that designated staff are trained in the use of naloxone. The designated staff shall be the **Program Administrator** (area superintendent designee). The **Program Administrator** shall be responsible for the overall administration, evaluation, maintenance and equipment of the program. Duties shall include, but not necessarily be limited to, the following:

- (a) Ensuring an adequate supply of appropriate naloxone nasal spray is available
- (b) Coordinating and overseeing training
- (c) Assuring the maintenance of training, inspection and other program records.
- (d) Conducting periodic evaluations to ensure that the program is being implemented accordingly. Evaluations should include consultation with the employees who use naloxone nasal spray, their supervisors, job task assignment and a review of program records.

This policy has been reviewed and approved by the Charter School Board of Directors and shall be updated as necessary.

Background and Definitions

California Senate Bill (SB) 833 (Chapter 30, Statutes of 2016) added Part 6.2, Section 1179.80 to the California Health & Safety Code to require the California Department of Public Health (CDPH) to establish the Naloxone Grant Program. The goal of the program was to reduce the number of fatal overdoses in California from opioid drugs, including prescription opioids and heroin, by increasing access to the life-saving drug naloxone. The California Legislature allocated a one-time appropriation of \$3 million from the General Fund in the Budget Act of 2016 to support this program through June 30, 2019.

Drug overdose (poisoning) is the leading cause of unintentional injury death in the United States, causing more deaths than motor vehicle crashes. Opioids – both prescription painkillers and heroin – are responsible for most of those deaths. The number of Californians affected by prescription and non-prescription opioid misuse and overdose is substantial, with rates varying significantly across counties, and even within counties.

Naloxone is a medication that works almost immediately to reverse opiate overdose. Naloxone is currently a prescription drug, but is not a controlled substance. It has few known adverse effects,

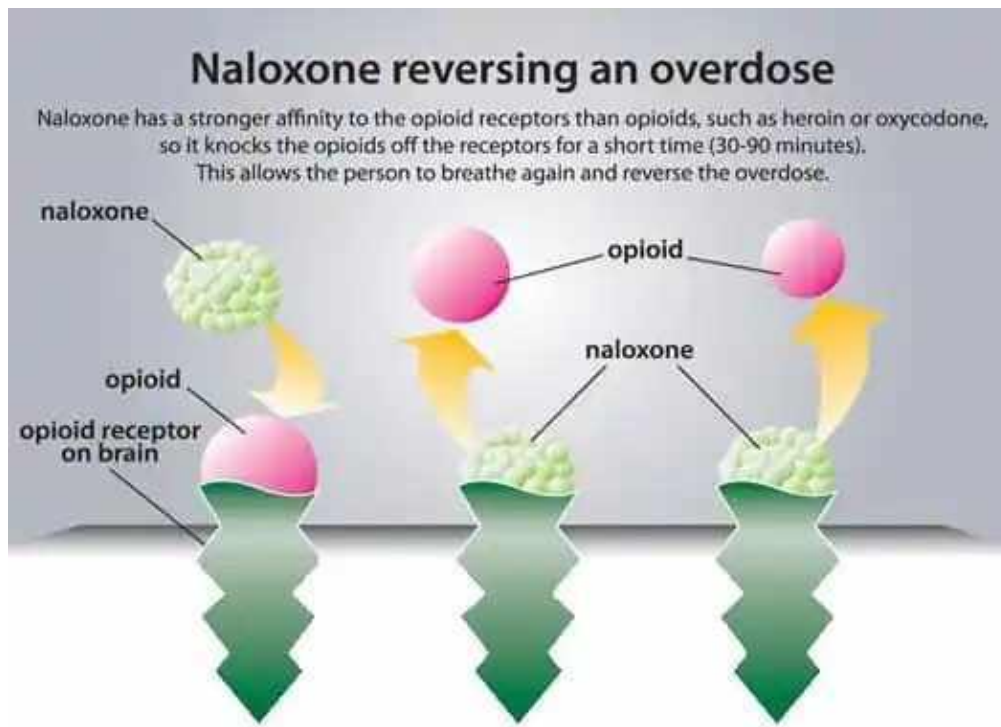
no potential for abuse, and can be rapidly administered through intramuscular injection or nasal spray. While most professional first responders and emergency departments are equipped with naloxone, emergency service providers may not arrive in time to revive overdose victims. Trained and equipped bystanders such as friends, family and other non-health care providers (lay people) and drug users themselves can effectively respond and reverse an opioid overdose. Given the success of bystander naloxone programs, the CDC and the World Health Organization have recommended expanding the availability of naloxone to lay people.

The Naloxone Grant Program further strengthened California's public health response to opioid-related overdoses by making naloxone more readily available at a critical time when it was more difficult for many to obtain. To further facilitate the distribution and use of naloxone, and specifically address concerns about not having a written order from a physician, CDPH issued a statewide standing order signed by the State Public Health Officer and created a training video on how to administer the drug in an overdose situation.

The California Department of Health Care Services now distributes, by request, no cost naloxone product utilizing funding from the federal Substance Abuse and Mental Health Services Administration (SAMHSA).⁴ Efforts to sustain a high level of naloxone available at the community level will result in more lives saved, and increased opportunities for individuals to seek treatment for opioid dependency.

How Naloxone Works

The brain has many receptors for opioids. An overdose occurs when too much of any opioid fits into too many receptors slowing then stopping the breathing. Naloxone has a stronger affinity to the opioid receptors than many opioids (like heroin, OxyContin® or Percocet®) so it knocks the opioids off the receptors for a short time. This allows a person to breathe again and reverses the overdose.



Naloxone may be injected in a muscle, vein or under the skin, or sprayed into the nose. Naloxone that is injected comes in a lower concentration (0.4mg/1ml) than naloxone that is sprayed up the nose (1mg/1ml). It is a temporary drug wears off in 30-90 minutes.

Laws and Regulations

California Education Code Section 49414.3.

(a) School districts, county offices of education, and charter schools may provide emergency naloxone hydrochloride or another opioid antagonist to school nurses or trained personnel who have volunteered pursuant to subdivision (d), and school nurses or trained personnel may use naloxone hydrochloride or another opioid antagonist to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose.

Laws are currently in place that support making naloxone more readily available. For example, [California Civil Code Section 1714.22 \(Statutes of 2013, Chapter 707, Sec. 1\) \(PDF\)](#) eliminates civil and criminal liability for: 1) licensed health care providers that prescribe naloxone and issue standing orders for the distribution of naloxone, and 2) individuals that administer naloxone to someone suspected of experiencing an overdose after receiving it along with required training. This law took effect on January 1, 2014.

- [Drug Overdose Treatment Liability Bill](#)
- [Good Samaritan Law Handout \(PDF\)](#)
- [Good Samaritan Bill](#)

How to Get Naloxone

The California Department of Health Care Services (DHCS) is providing free naloxone to organizations and entities eligible to administer or distribute naloxone through the California Public Health standing order, and to individuals with a valid prescription. Naloxone (Narcan) can also be obtained directly from a pharmacy or the manufacturer (Adapt Pharma), or from local organizations that have a naloxone distribution system in place (e.g., harm reduction services).

Naloxone Distribution Project

DHCS created the Naloxone Distribution Project (NDP) to combat opioid overdose-related deaths throughout California. The NDP aims to address the opioid crisis by reducing opioid overdose deaths through the provision of free naloxone. All NDP applicants must submit a prescription or standing order for naloxone. The Charter School is required to submit the following materials for application approval:

- Completed NDP application
- A copy of a naloxone standing order or physician's prescription.
- A copy of a valid and active business license, FEIN number or tax-exempt letter.
- Distribution plan (for orders over 48 units)

Number of overdose reversals reported with naloxone received through NDP (for subsequent applications)

The Charter School will maintain detailed distribution logs and reversal-reporting documentation – DHCS may require review of this additional information prior to approving subsequent applications. The Charter School shall also provide its policies and procedures for storage, adequate staffing, details of distribution plans and reversal reporting.

Naloxone Statewide Standing Order

The California State Public Health Officer has issued a statewide standing order to help reduce morbidity and mortality associated with opioid overdose by facilitating the distribution and administration of naloxone in California, available here: [Naloxone Statewide Standing Order](#). The purpose of this standing order is to help reduce morbidity and mortality associated with opioid overdose by facilitating the distribution and administration of naloxone. The standing order authorizes the following:

- A. Non-prescribing entities to distribute naloxone to individuals at risk of opioid overdose, their family members and friends, or other persons in a position to assist during an opioid-related overdose, who have completed an opioid overdose prevention and treatment-training program.
- B. The administration of naloxone received from the entity using this standing order to assist a person experiencing or reasonably suspected of experiencing an opioid overdose, by a family member, friend, or other person who has received Opioid overdose prevention and treatment training from an opioid overdose prevention and treatment-training program.
- C. "Non-prescribing entities" means organizations that do not employ or contract with a medical provider that has a license to prescribe and can issue a standing order and provide oversight for the distribution and administration of naloxone.

A non-prescribing entity must apply for this standing order with the California Department of Public Health and agree to the terms and conditions specified.

- D. "Opioid overdose prevention and treatment training program" means any program operated by a local health jurisdiction or that is registered by a local health jurisdiction to train individuals to prevent, recognize, and respond to an opiate overdose, and that provides, at a minimum, training in all of the following:
1. The causes of an opiate overdose.
 2. Mouth to mouth resuscitation.
 3. How to contact appropriate emergency medical services.
 4. How to administer an opioid antagonist.

Additionally, the training program should include how to recognize an opioid overdose. An example of an "overdose prevention and treatment training program" that is registered with or operated by a state or local health jurisdiction includes, but is not limited to:

[Administering Naloxone - CDPH training video](#)

Naloxone Training

The Charter School **Program Administrator** (area superintendent designee) and designated staff shall be trained with the specified type/dose of naloxone nasal spray that they will be required to use. The training shall be of sufficient content and duration to ensure that the user is competent in handling and using the specified naloxone nasal spray.

Required Certification

- The Charter School utilizes the American Red Cross to provide an interactive virtual training for administering naloxone. Staff can request the training sessions by submitting a training request on [MYLO](#). For any questions about training requests email. Training@LLAC.org.
- American Red Cross provides a certificate of training completion. Employees shall forward the copy of the certificate of completion of the course to the training department to maintain the file and track when the renewal of the certification is due. The following topics are covered under the American Red Cross Training:
 - o *What are Opioids*
 - o *Signs and Symptoms of Opioid Overdose*
 - o *Emergency Action Steps*
 - o *Naloxone*
 - o *Nasal Atomizer*
 - o *Narcan Nasal Spray*
 - o *EVZIO*
 - o *Responding to Opioid overdose at Home*
 - o *Responding Opioid overdose at Work*
 - o *Responding Opioid overdose in the Community*

An integral part of a naloxone distribution program is ensuring those who will potentially be administering the drug know how to use it. Listed below are a number of additional resources:

[Overdose Education and Naloxone Distribution \(webinar recording\)](#)

Audience: This webinar is appropriate for any staff who will be responsible for educating laypersons about opioid overdose and distributing naloxone in their community. The webinar covers the basic information needed to train laypersons and distribute naloxone in California including the following: history and context of Overdose Education and Naloxone Distribution (OEND), understanding opioid overdose, risk factors, prevention strategies, understanding overdose response and naloxone administration, and engaging persons who use drugs and other laypeople in OEND.

[Implementing Naloxone Distribution Systems \(webinar recording\)](#)

Audience: This webinar is appropriate for program managers and others responsible for the implementation of naloxone distribution systems/OEND in any capacity in their community. The webinar contains information on the implementation of OEND systems in California.

- [Administering Naloxone – Training Video \(YouTube\)](#)
- [Get Naloxone Now](#)
- [Get Naloxone Now Training Video](#)
- [How to Use Naloxone Spray Trifold \(PDF\)](#)
- [How to Use Naloxone Spray \(editable\)](#)
- [Overdose Prevention and Naloxone Manual](#)
- [Overdose Prevention Trifold \(editable\)](#)
- [Opioid Safety and How to Use Naloxone Trifold](#)
- [Harm Reduction Coalition Materials](#)
- [Naloxone Administration for Opioid Overdose \(YouTube\)](#)
- [Naloxone Implementation \(webinar recording\)](#)

Naloxone Use

The following is a brief overview of naloxone use procedures from CDPH. The American Red Cross training provides more comprehensive procedures for administering naloxone.

When using the naloxone nasal spray, staff will maintain universal precautions against blood borne pathogens. Staff must first perform a basic client assessment to determine unresponsiveness, absence of breathing and or pulse and perform CPR/First Aid as required (if trained). Staff should conduct a quick survey of the area and/or discussion with those accompanying the client to check for evidence of drug use. If staff determine the client is likely suffering a medical emergency because of an opiate over-dose, staff will call or ask another staff member to call 911 immediately and report that the client is in a potential overdose state.

Staff shall follow the procedures below to administer naloxone nasal spray:

Administration of naloxone nasal spray: Administer naloxone nasal spray to patient suspected of an opioid exposure with respiratory depression or unresponsiveness as follows:

1. Remove naloxone nasal spray from box by peeling back the tab with the circle to open the spray.
2. Hold the naloxone nasal spray with your thumb on the bottom of the plunger and your first and middle fingers on either side of the nozzle.
3. Tilt the head back and provide support under the neck with your hand. Gently insert the tip of the nozzle into either nostril until your fingers are against the bottom of the person's nose.

4. Press the plunger firmly to give the dose of naloxone nasal spray.
5. Remain with individual until he or she is under the care of a medical professional, such as a paramedic, emergency medical technician, physician, or nurse. Rescue breathing (one breath every 5 seconds) or CPR should be given if trained/comfortable while waiting for emergency medical assistance.
6. Administer additional doses of naloxone nasal spray using a new nasal spray with each dose, if exposed patient does not respond or responds and then relapses into respiratory depression, additional doses of naloxone nasal spray may be given every 2 to 3 minutes until emergency medical assistance arrives.

Do not administer naloxone nasal spray to a patient with known hypersensitivity to naloxone.

After EMS arrival, staff will inform responding EMS/paramedics that they have administered naloxone nasal spray and the number of doses used.

Monitoring | Storage

Naloxone is a medication and as such must be monitored. The naloxone must be stored in a climate-controlled area and in a location where access to the medication can be controlled.

Program Administrator (area superintendent designee) is responsible for issuing the naloxone nasal spray kits to a secured and easily accessible location by all trained staff. Principal or site administrators will log naloxone nasal spray kits received and issued so that all naloxone nasal spray kits are accounted for. Any missing kits will also be logged as missing in the log. The **Program Administrator** on a monthly basis shall review the log.

Maintenance | Replacement

An inspection of the naloxone nasal spray kit shall be the responsibility of the same safety designee personnel who is responsible for doing the monthly safety checklist. Included in the same checklist is the checking out the naloxone nasal spray kit. Staff members shall inspect the kit at the time they check it out. The naloxone nasal spray kit will be kept in the same secured, climate-controlled area wherein the Epipens, AED and Glucose tablets are stored. This is imperative since extreme temperature changes may affect the effectiveness and integrity of the medication.

The **Program Administrator** (area superintendent designee) will conduct an inspection of the naloxone nasal spray kits on the first workday of each month and collect the prior month's naloxone nasal spray kit log for auditing purposes. The **Program Administrator** (area superintendent designee) will also perform a monthly audit of these forms to ensure compliance.

Missing or damaged naloxone nasal spray kits will be reported as missing or damaged to the **Program Administrator** (area superintendent designee). The **Program Administrator** (area superintendent designee) will re-issue new kits as needed or as supply allows.

Documentation | Naloxone Report

Upon completing the naloxone administration and briefing of events to the responding medical staff, the staff will complete an "Incident Report" on MYLO – the incident report will contain event and people (victim, witness, etc.) information. Staff shall include the naloxone usage in the report. The short narrative should include a description of any evidence of drug use (drugs, paraphernalia, etc.) observed at the scene.

Entities participating in the program agree to maintain and report information regarding the number of reversals that occurred using the naloxone to Naloxone@dhcs.ca.gov. Entities that are re-applying for the program are required to submit information about overdose reversals using naloxone received through the project. The Charter School shall use the forms below when reporting incidents of naloxone use and reversals.

Naloxone Administration Report Form

School Name: _____	Date: ____ / ____ / ____	Time of Incident: _____
Address location of incident: _____		
Reporting Employee-Name & Title: _____		
Name of Patient Naloxone was Administered: _____		
Gender of Subject: _____	Age of Subject: _____	
Signs of Overdose present: (check all that apply) ☐ Unresponsive ☐ Breathing Slowly ☐ Not Breathing ☐ Blue Lips ☐ Slow Pulse ☐ Other _____		
Overdosed on what drugs? (check all that apply) ☐ Heroin ☐ Alcohol ☐ Methadone ☐ Benzos/Barbiturates ☐ Cocaine/crack ☐ Suboxone ☐ Any other opioid ☐ Unknown ☐ Other _____		
Subject's Response: ☐ Responsive & Alert ☐ Responsive & Sedated ☐ No Response		
Disposition: ☐ Transferred to Hospital	Name of Ambulance Service _____	
Comments: _____		
<i>Attach this form with submitted Incident Report on MYLO or email to HRSafety@LLAC.org</i>		

Opioid Overdose Prevention Naloxone Inventory Log

Directions:

This log should be kept with the opioid overdose kit stored in the site's AED cabinet. When a new Kit is received the information below should be recorded on this log. The designated personnel receiving the Kit will sign the record. Administration of naloxone or disposal of an expired naloxone vial, including lot number and time/date of use or disposal, will also be recorded in the log.

Date Placed	Location Placed	Lot #	Expiration Date	Unit Used/ Disposed on Date	Signature

Resources available at Department of Health Care Services' website at www.dhcs.ca.gov 5/2022

References and Cited Sources:

https://www.dhcs.ca.gov/individuals/Pages/Naloxone_Distribution_Project.aspx

<https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/SACB/Pages/PrescriptionDrugOverdoseProgram.aspx>

<https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/SACB/Pages/NaloxoneGrantProgram.aspx#>

https://www.cdp.ca.gov/programs/ccdphp/dcdic/sacb/pages/the_risks_are_real_public_education_campaign.aspx/ "Your Pain is Real. So Are The Risks." - Prescription Opioid Public Education Campaign

[https://cdph.ca.gov/Programs/CCDPHP/DCDIC/SACB/CDPH Document Library/Prescription Drug Overdose Program/ Injury Data Brief: Counting Opioid Overdose Deaths Among American Indians Using Different Definitions \(PDF\)](https://cdph.ca.gov/Programs/CCDPHP/DCDIC/SACB/CDPH_Document_Library/Prescription_Drug_Overdose_Program/_Injury_Data_Brief:_Counting_Opioid_Overdose_Deaths_Among_American_Indians_Using_Different_Definitions_(PDF))

[Injury Data Brief: Patterns of Opioid-Related Overdose Deaths in California, 2011-2017 \(PDF\)](#)

[Chronic Pain Poster \(PDF\)](#)

[Opioids + Pregnancy](#)

[Opioid Prescribers Resource Sheet \(PDF\)](#)

<https://harmreduction.org/issues/overdose-prevention/developing-overdose-prevention-and-naloxone-projects/>

G. AUTOMATED EXTERNAL DEFIBRILLATOR (AED) PLAN

Policy

The following plan has been developed to establish appropriate procedures for the placement and use of Automated External Defibrillators (AED). An Automated External Defibrillator is a medical device that is used to recognize the presence or absence of ventricular fibrillation (when electrical activity becomes disordered) and rapid ventricular tachycardia (extremely rapid heartbeat), and is able to determine, without intervention by an operator, whether defibrillation (an electrical shock to the heart) should be performed. The AED must only be used on victims who are unconscious and not breathing normally. The AED shall be used in combination with Cardiopulmonary Resuscitation (CPR) in instances of sudden cardiac arrest. AED equipped with Pediatric AED pads can deliver lower levels of energy considered appropriate for children and infants up to 8 years of age or weighing less than 55 pounds (American Red Cross p. 47).

Authority and Responsibility

School will be responsible for:

- Designating an AED Coordinator;
- Purchasing, installing and maintaining AED's;
- Coordinating training for employees;
- Coordinating with local resource hospital;
- Maintaining records of maintenance and testing
- Developing a site-specific medical emergency plan; and
- Retaining copies of all AED training records as well as equipment maintenance and testing logs which shall be available for review during annual inspections.

AED Coordinator shall be responsible for:

- Overseeing the placement and maintenance of AED equipment;
- Identifying trained or authorized users, selecting employees and selection of volunteer employees as well as coordination of initial and refresher training in CPR, AED usage and Blood borne Pathogens training;
- Supplying all AED information to local resource hospital;
- Verifying maintenance records and testing are being conducted and documented regularly;
- Developing a site-specific medical emergency plan;
- Replacing deteriorating, missing or used support equipment;
- Managing day-to-day operations;
- Overseeing training of personnel associated with the program;
- Placing AED back in service after use; and
- Training personnel on the location of AEDs and site's Emergency Action Plan.

Maintenance and Testing Policy

Maintenance and testing of all AED units shall be conducted in accordance with the manufacturer's specifications. Records of maintenance and testing shall be maintained for each AED unit and shall be

reviewed annually by Facilities and Safety personnel during the building inspection. Each trained user shall be given a copy of the manufacturer's maintenance and testing requirements. A copy of the requirements shall also be kept with the AED and in a central location of the facility.

After using an AED, follow the manufacturer's instructions prior to placing the AED back into service.

Check that the Active Status Indicator is flashing green.

The Active Status Indicator ("ASI") is located in the upper corner of the AED and indicates the operational readiness state of the unit. It will periodically flash green to indicate a fully functional condition. If it is flashing red or not flashing at all, the AED needs attention. If the ASI is not flashing at all, the most likely cause is that the ASI 9V battery needs to be replaced. Once the battery has been replaced with a fresh battery, the ASI should once again flash green. If it does not, the battery pack may be defective. In that event, the battery pack should be replaced. If the ASI is flashing red, turn the unit on, the voice prompt will indicate the nature of the problem.

Check the condition of the AED and accessories.

Inspect the device for dirt and contamination, especially in the connector socket and around the battery pack opening. Inspect the device visually for damage. Look for cracks or other signs of damage on the case, especially near the connector socket and joints. If any cracks or other signs of damage are visible, remove the AED from service and contact an authorized service center.

Check expiration date on battery pack.

The expiration date can be found on the white label near the right side of the battery pack. It is important to replace your battery pack if the date has expired. The 9V lithium battery inside the battery pack should be replaced once a year or when the unit indicates "low battery" or "replace battery" and flashes the Active Status Indicator red. The 9V can be accessed by removing the 9V battery compartment cover on the battery pack.

AED MONTHLY TEST CHECKLIST

AED Monthly Operation and Status Check *Environmental Health and Safety*

Instructions: Weekly check the battery status indicator, verify all support equipment (2 pairs of disposable gloves, towels, safety razor, 2 barrier devices, extra electrode pads, a pair of scissors, biohazard disposal bag, AED incident report form and a pen) is present and in good condition sign and date to verify all items have been checked. Indicate any missing or damaged equipment in the Comments section. If the battery is no longer working, please replace IMMEDIATELY with the backup battery and purchase a replacement battery within 30 days.

Date	Battery Status Indicator Flashing?		Supplies in good condition	List of Missing or Damaged Supplies	Comments or Corrective Actions	Inspected by
	Yes	No				

Taken out of Service? Date: _____ Returned to Service: Date: _____

Month: _____

Purpose

To establish an action plan for responding to a medical emergency and to ensure the proper procedures are followed in the event of a medical emergency within School.

Safety Coordinator:

Soliman Villapando Jr. (Director, Safety and Security) is responsible for making sure this emergency action plan is kept up to date, practices, and reviewed periodically.

The Safety Coordinator can be reach at: (661) 418-1539; 177 Holston Dr. Lancaster CA 93535.

Emergency Phone Numbers:

Paramedics- 911

Police-911

Facility Contacts:

Designated Emergency Medical Responders

The following employees will be trained in the use of CPR/AED. It is the goal to have at a minimum one (1) trained responder available during business hours.

Principal,
Site Administrator,
Teacher,
Coach,
Staff member

Resource Hospital:

Loca Hospital Coordinator

Examples of a Medical Emergency

- Unconsciousness
- Seizure
- Chest Pain and/or Heart Attack
- Stroke
- Choking
- Trouble Breathing
- Major Injury - Slip or Fall
- Drowning

Notification of an Emergency

For all Medical Emergencies; CALL 911. Contact personnel in charge of dealing with Emergencies to inform them of the situation. The following information shall be given to the Emergency Services personnel:

- Location of medical emergency;
- Nature of emergency;
- Gender and approximate age of victim;
- Victim's responsiveness;
- CPR status; and
- AED status.

Emergency Procedures

An AED is used to treat victims who experience sudden cardiac arrest. The AED shall only be applied to victims who are unconscious and not breathing normally. The AED will analyze the heart rhythm and advise the operator if a shockable rhythm is detected the AED will charge to the appropriate energy level and advise the operator to deliver a shock. An AED shall be used in conjunction with CPR in cases of sudden cardiac arrest, in accordance with accepted protocols, including those developed by the American Red Cross and American Heart Association.

Use of the AED and CPR shall continue as appropriate during the course of emergency care, until the patient resumes pulse and respiration, and/or local emergency medical services (EMS) arrive at the scene, and assume responsibility for emergency care of the patient

AED equipped with Pediatric AED pads can deliver lower levels of energy considered appropriate for children and infants up to 8 years of age or weighing less than 55 pounds (American Red Cross p. 47).

Personnel not qualified or assigned to provide first aid assistance are expressly instructed not to provide any medical treatment. General assistance to the victim, when conscious, is permissible and advised. The medical emergency shall be assessed by responding personnel, who will evaluate the situation, and the course of action to be taken.

Remain with the individual until emergency services arrive to care for the individual. Before applying the AED, responders will assess for unresponsiveness, check for breathing, pulse and signs of circulation. Additionally, responders must assess the area for additional hazards (e.g. electrical, physical, etc.) to determine if the victim needs to be moved to a safer location prior to using the AED. If the victim is not breathing or no pulse is detected, they shall begin CPR. Upon arrival of AED, responders will stop CPR and utilize the AED. Only trained responders shall, administer first aid, CPR or utilize the AED. Allow the emergency services personnel to administer all care to the individual upon arrival.

Rescue Breathing

- Start by rolling the victim onto his/her back, if necessary.
- Make sure the airway is open and check for and remove any obvious obstructions in the mouth (gum, dentures, vomitus, or other fluids).
- Position your ear over the person's nose and mouth, to check for breathing for 3-5 seconds.
- Using a barrier device, form a tight seal around the victim's mouth and nose and exhale for 1-1.5 seconds, which should be enough to make the victim's chest rise.
- Pause between rescue breaths to inhale.
- Then look, listen, and feel for chest movements or the sound of escaping air. If you don't detect breathing, re-check the carotid pulse for 5-10 seconds. If the victim still isn't breathing, but does have a pulse, resume rescue breathing.
- If there is no pulse, begin CPR.

CPR Procedure

- Assess airway, perform a head tilt chin lift to open airway
- Assess breathing, look, listen and feel for breathing for 5-10 seconds, if breathing is absent, use barrier device in AED kit and deliver two slow breaths, watching for the chest to rise
- Check for pulse and/or signs of circulation, if no signs of circulation are present, begin chest compressions at the rate of 100 per minute

AED Procedures

- When AED arrives, place near the head of the victim on the same side as rescuer, if possible.
- Open case and turn unit on.
- Apply gloves.
- Bare and prepare chest (dry wet skin with towel or clothing and shave if necessary).
- Make sure the victim is not in contact with water or any metal objects.
- If necklaces or other body jewelry is in the way or within 1 inch of pad placement, remove the jewelry before AED use.
- If the person has any type of drug skin patch on the chest, remove the patch with a gloved hand and clean the area.
- If implantable defibrillator or pacemaker is present on the victim, place pad at least one inch away from device.
- Follow visual and verbal prompts given by the AED.
- Apply electrode pads, always working on the upper right chest just below the collar bone and left side of the victim's chest two to three inches below the armpit.
- Clear the area and plug in connector.
- Allow unit to analyze the heart rhythm.
- If shock is indicated call "CLEAR" make sure no one is touching the victim and press the

“Shock indicator” button.

Reporting Procedures

When an AED is used, the user shall report to the resource hospital the following information:

- Date and time of incident;
- Name of the care provider;
- Time that paramedics were called;
- Initial heart rhythm;
- Number of times patient was defibrillated;
- Name of AED user;
- Final heart rhythm when emergency services arrived; and
- Whether the patient has a pulse and if they are breathing when emergency services arrived.
- Once the victim is in the care of Emergency Medical Services, the AED unit shall be immediately secured and taken out of service, by the AED Coordinator, in the event the AED Coordinator is not on the scene, the following shall be completed before placing the AED back into service:
 - Data card shall be removed and a new one installed. (optional feature)
 - Remove and disinfect AED, restock with two sets of pads, two batteries, towel, razor, and gloves, biohazard waste bag, and two barrier devices before placing back in service.
 - Immediately inform HR department of the incident.

Training Provider:

- American Red Cross

Resource Hospital - Registration

The AEDs at Athletic Training Facility have been registered with the Pre-Hospital Coordinator. A copy of the manufacturer’s guidelines for training and maintenance and copies of the training certificates for trained AED users have been provided to the hospital.

Incident Report Form

Date of accident _____ Time of accident _____

Member's name _____ Member number _____

Address _____

Home phone _____ Business phone _____

Location of accident _____

Staff attending _____

Witnesses (nonstaff) _____

Details of accident _____

Action taken by staff _____

Staff reporting _____ Date _____

Department head's signature _____ Date _____

G. BLOODBORNE PATHOGEN PROGRAM

POLICY

School is committed to providing a safe and healthful work environment for our entire staff. In pursuit of this goal, the following exposure control plan (ECP) is provided to eliminate or minimize occupational exposure to blood borne pathogens in accordance with OSHA standard 29 CFR 1910.1030, "Occupational Exposure to Blood borne Pathogens." The ECP is a key document to assist our organization in implementing and ensuring compliance with the standard, thereby protecting our employees. This ECP includes:

- Determination of employee exposure
- Implementation of various methods of exposure control
- Universal precautions
- Engineering and work practice controls
- Personal protective equipment
- Housekeeping
- Hepatitis B vaccination
- Post-exposure evaluation and follow-up
- Communication of hazards to employees and training
- Recordkeeping
- Procedures for evaluating circumstances surrounding exposure incidents

PROGRAM ADMINISTRATION

School is responsible for implementation of the ECP. Human Resources will maintain, review, and update the ECP at least annually, and whenever necessary to include new or modified tasks and procedures. Those employees who are determined to have occupational exposure to blood or other potentially infectious materials (OPIM) must comply with the procedures and work practices outlined in this ECP.

School will provide and maintain all necessary personal protective equipment (PPE), engineering controls (e.g., sharps containers), labels, and red bags as required by the standard. School will ensure that adequate supplies of the aforementioned equipment are available in the appropriate sizes.

School will be responsible for ensuring that all medical actions required by the standard are performed and that appropriate employee health and OSHA records are maintained.

School will be responsible for training, documentation of training, and making the written ECP available to

EMPLOYEE EXPOSURE DETERMINATION

The following is a list of all job classifications at our establishment in which all employees have occupational exposure:

Job Title	Department/Location
Teachers	
Staff	
Athletic Coaches	
School Nurses	

The following is a list of job classifications in which some employees at our establishment have occupational exposure. Included is a list of tasks and procedures, or groups of closely related tasks and procedures, in which occupational exposure may occur for these individuals:

- 1) _____
- 2) _____
- 3) _____

NOTE: Part-time, temporary, contract and per diem employees are covered by the blood borne pathogens standard. The ECP should describe how the standard will be met for these employees.

METHODS OF IMPLEMENTATION AND CONTROL

Universal Precautions: All employees will utilize universal precautions.

Exposure Control Plan: Employees covered by the blood borne pathogens standard receive an explanation of this ECP. All employees can review this plan at any time during their work shifts by contacting HR department (If requested, will provide an employee with a copy of the ECP free of charge and within 15 days of the request.

Engineering Controls and Work Practices Engineering controls and work practice controls will be used to prevent or minimize exposure to blood borne pathogens. The specific engineering controls and work practice controls used are listed below:

- Sharps disposal containers are inspected and maintained or replaced by (a bio-hazard waste disposal vendor) whenever necessary to prevent overfilling.

- This facility identifies the need for changes in engineering controls and work practices through Review of OSHA records, employee interviews, committee activities, etc.
- We evaluate new procedures and new products regularly by reviewing the process and considering new products and procedures.

Personal Protective Equipment (PPE)

PPE is provided to our employees at no cost to them. Training in the use of the appropriate PPE for specific tasks or procedures is provided by School. The types of PPE available to employees are as follows:

- Gloves
- Splash goggle
- Face shields
- Masks

PPE is located in the FIRST AID location and may be obtained through the Athletic Supervisor.

All employees using PPE must observe the following precautions:

- Wash hands immediately or as soon as feasible after removing gloves or other PPE.
- Remove PPE after it becomes contaminated and before leaving the work area.
- Used PPE may be disposed of in (Biohazard Containers for storage, laundering, decontamination, or disposal.)
- Wear appropriate gloves when it is reasonably anticipated that there may be hand contact with blood or OPIM, and when handling or touching contaminated items or surfaces; replace gloves if torn, punctured or contaminated, or if their ability to function as a barrier is compromised.
- Utility gloves may be decontaminated for reuse if their integrity is not compromised; discard utility gloves if they show signs of cracking, peeling, tearing, puncturing, or deterioration.
- Never wash or decontaminate disposable gloves for reuse.
- Wear appropriate face and eye protection when splashes, sprays, spatters, or droplets of blood or OPIM pose a hazard to the eye, nose, or mouth.
- Remove immediately or as soon as feasible any garment contaminated by blood or OPIM, in such a way as to avoid contact with the outer surface.

Housekeeping:

Regulated waste is placed in containers which are closable, constructed to contain all contents and prevent leakage, appropriately labeled or color-coded (see the following section "Labels"), and closed prior to removal to prevent spillage or protrusion of contents during handling.

Contaminated sharps are discarded immediately or as soon as possible in containers that are closable, puncture-resistant, leak proof on sides and bottoms, and appropriately labeled or color-coded. Sharps disposal containers are available if needed. Bins and pails (e.g., wash or emesis basins) are cleaned and decontaminated as soon as feasible after visible contamination. Broken glassware that may be contaminated is only picked up using mechanical means, such as a brush and dustpan.

Laundry:

The following contaminated articles will be laundered by this School: (optional for Athletic Center)

Laundering will be performed by Janitorial Services

The following laundering requirements must be met:

- Handle contaminated laundry as little as possible, with minimal agitation
- Place wet contaminated laundry in leak-proof, labeled or color-coded containers before transport. Use (red bags marked with the biohazard symbol)
- Wear the following PPE when handling and/or sorting contaminated laundry: (gloves, goggles, mask).

Labels:

The following labeling methods are used in this facility:

Equipment to be Labeled Label Type

- Specimens, contaminated laundry, (red bag, biohazard label)
- Waste (red container, biohazard label)

Site Supervisor is responsible for ensuring that warning labels are affixed or red bags are used as required if regulated waste or contaminated equipment is brought into the facility. Employees are to notify (Name of responsible person or department) if they discover regulated waste containers, refrigerators containing blood or OPIM, contaminated equipment, etc., without proper labels.

HEPATITIS B VACCINATION

School will provide training to employees on hepatitis B vaccinations, addressing safety, benefits, efficacy, methods of administration, and availability.

The hepatitis B vaccination series is available at no cost after initial employee training and within 10 days of initial assignment to all employees identified in the exposure determination section of this plan.

Vaccination is encouraged unless: 1) documentation exists that the employee has previously received the series; 2) antibody testing reveals that the employee is immune; or 3) medical evaluation shows that vaccination is contraindicated.

However, if an employee declines the vaccination, the employee must sign a declination form. Employees who decline may request and obtain the vaccination at a later date at no cost. Documentation of refusal of the vaccination is kept at School's Human Resources.

Vaccination will be provided by School occupational medical provider.

Following the medical evaluation, a copy of the health care professional's written opinion will be obtained and provided to the employee within 15 days of the completion of the evaluation. It will be limited to whether the employee requires the hepatitis vaccine and whether the vaccine was administered.

POST-EXPOSURE EVALUATION AND FOLLOW-UP

Should an exposure incident occur, contact School Human Resources at the following number (661) 272-1225. An immediate confidential medical evaluation and follow-up will be conducted by School medical provider. Following initial first aid (clean the wound, flush eyes or other mucous membrane, etc.), the following activities will be performed:

- Document the routes of exposure and how the exposure occurred.
- Identify and document the source individual (unless the employer can establish that identification is infeasible or prohibited by state or local law).
- Obtain consent and make arrangements to have the source individual tested as soon as possible to determine HIV, HCV, and HBV infectivity; document that the source individual's test results were conveyed to the employee's health care provider.
- If the source individual is already known to be HIV, HCV and/or HBV positive, new testing need not be performed.
- Assure that the exposed employee is provided with the source individual's test results and with information about applicable disclosure laws and regulations concerning the identity and infectious status of the source individual (e.g., laws protecting confidentiality).
- After obtaining consent, collect exposed employee's blood as soon as feasible after exposure incident, and test blood for HBV and HIV serological status
- If the employee does not give consent for HIV serological testing during collection of blood for baseline testing, preserve the baseline blood sample for at least 90 days; if the exposed employee elects to have the baseline sample tested during this waiting period, perform testing as soon as feasible.

ADMINISTRATION OF POST-EXPOSURE EVALUATION AND FOLLOW-UP

School Human Resources ensures that health care professional(s) responsible for employee's hepatitis B vaccination and post-exposure evaluation and follow-up are given a copy of OSHA's blood borne pathogens standard.

School Human Resources ensures that the health care professional evaluating an employee after an exposure incident receives the following:

- a description of the employee's job duties relevant to the exposure incident
- route(s) of exposure
- circumstances of exposure
- if possible, results of the source individual's blood test
- relevant employee medical records, including vaccination status

School Human Resources provides the employee with a copy of the evaluating health care professional's written opinion within 15 days after completion of the evaluation.

PROCEDURES FOR EVALUATING THE CIRCUMSTANCES SURROUNDING AN EXPOSURE INCIDENT

The Site Administrator or senior staff member will review the circumstances of all exposure incidents to determine:

- Engineering controls in use at the time
- Work practices followed
- A description of the device being used (including type and brand)
- Protective equipment or clothing that was used at the time of the exposure incident (gloves, eye shields, etc.)
- Location of the incident (O.R., E.R., patient room, etc.)
- Procedure being performed when the incident occurred
- Employee's training

The Site Administrator will record all percutaneous injuries from contaminated sharps in a Sharps Injury Log. If revisions to this ECP are necessary, the Site administrator will ensure that appropriate changes are made. (Changes may include an evaluation of safer devices, adding employees to the exposure determination list, etc.)

EMPLOYEE TRAINING

All employees who have occupational exposure to blood borne pathogens receive initial and annual training conducted by Site administrator.

All employees who have occupational exposure to blood borne pathogens receive training on the epidemiology, symptoms, and transmission of blood borne pathogen diseases. In addition, the training program covers, at a minimum, the following elements:

- A copy and explanation of the OSHA blood borne pathogen standard
- An explanation of our ECP and how to obtain a copy
- An explanation of methods to recognize tasks and other activities that may involve exposure to blood and OPIM, including what constitutes an exposure incident

- An explanation of the use and limitations of engineering controls, work practices, & PPE
- An explanation of the types, uses, location, removal, handling, decontamination, and disposal of PPE
- An explanation of the basis for PPE selection
- Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine will be offered free of charge
- Information on the appropriate actions to take and persons to contact in an emergency involving blood or OPIM
- An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available
- Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident
- An explanation of the signs and labels and/or color coding required by the standard and used at this facility
- An opportunity for interactive questions and answers with the person conducting the training session.

RECORDKEEPING

- Training Records

Training records are completed for each employee upon completion of training. These documents will be kept for at least three years at 177 Holston Dr. Lancaster Ca 93535 The training records include:

- The dates of the training sessions
- The contents or a summary of the training sessions
- The names and qualifications of persons conducting the training
- The names and job titles of all persons attending the training sessions

Employee training records are provided upon request to the employee or the employee's authorized representative within 15 working days. Such requests should be addressed to School Human Resources Department.

Medical Records

Medical records are maintained for each employee with occupational exposure in accordance with 29 CFR 1910.1020,

"Access to Employee Exposure and Medical Records." Human Resource Department is responsible for maintaining required medical records. These confidential records are kept in Human resources (Admin Lancaster, Ca.) for at least the duration of employment plus 30 years.

Employee medical records are provided upon request of the employee or to anyone having written consent of the employee within 15 working days. Such requests should be sent to HR department.

OSHA Recordkeeping

An exposure incident is evaluated to determine if the case meets OSHA's Recordkeeping Requirements (29 CFR 1904).

Sharps Injury Log

In addition to the 1904 Recordkeeping Requirements, all percutaneous injuries from contaminated sharps are also recorded in a Sharps Injury Log. All incidences must include at least:

- Date of the injury
- Type and brand of the device involved (syringe, suture needle)
- Department or work area where the incident occurred
- Explanation of how the incident occurred.

This log is reviewed as part of the annual program evaluation and maintained for at least five years following the end of the calendar year covered. If a copy is requested by anyone, it must have any personal identifiers removed from the report.

HEPATITIS B VACCINE DECLINATION (MANDATORY)

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Signed: _____ Date: _____

Employee Name

Print Name: _____

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[Bloodborne Pathogens](#). OSHA, (December 17, 2001). Assists trainers conducting OSHA 10-hour general industry outreach training for workers. Since workers are the target audience, the material emphasizes hazard identification, avoidance, and control - not standards.

[Training Resources](#). OSHA. Contains training and reference materials related to bloodborne pathogens.

[Bloodborne Pathogens](#)

[CDC Learning Connection](#). Centers for Disease Control and Prevention (CDC). Browse for distance learning courses and resources.

[Record Summary of the Request for Information on Occupational Exposure to Bloodborne Pathogens due to Percutaneous Injury](#). (May 1999). Summarizes nearly 400 comments from health care facilities, workers and others who responded to OSHA's request for information on engineering and work practice controls used to eliminate or minimize the risk of occupational exposure to bloodborne pathogens due to percutaneous injuries from contaminated sharps.

[OSHA Offices by State](#). Each Regional Office has a Bloodborne Pathogens Coordinator available to

[Compliance Assistance Specialists \(CASs\)](#). Provides general information about OSHA standards and compliance assistance resources.

[Model Plans and Programs for the OSHA Bloodborne Pathogens and Hazard Communications Standards](#). Publication 3186, (2003). Includes a model exposure control plan to meet the requirements of the OSHA bloodborne pathogens standard and a model hazard communication plan to meet the requirements of the hazard communication standard.

Acknowledgement and receipt of responsibilities and AED unit by the Site's AED Coordinator:

- ☐ Overseeing the placement and maintenance of AED equipment;
- ☐ Identifying trained or authorized users, selecting employees and selection of volunteer employees as well as coordination of initial and refresher training in CPR, AED usage and Blood borne Pathogens training;

- ☐ Supplying all AED information to local resource hospital;
- ☐ Verifying Weekly maintenance records and testing are being conducted and documented regularly;
- ☐ Developing a site-specific AED emergency plan;
- ☐ Replacing deteriorating, missing or used support equipment;
- ☐ Managing day-to-day operations;
- ☐ Overseeing of CPR/AED trained personnel associated with the program;
- ☐ Placing AED back in service after use; and
- ☐ Training personnel on the location of AEDs and site's Emergency Action Plan.

I acknowledge and understand all of the above:

Print Site's AED Coordinator's Name	Site's AED Coordinator's Signature	Date

Acknowledgement and receipt of Blood borne Pathogen Program, First Aid Kit (Smart Compliance) and procedures.

- ☐ A copy and explanation of the OSHA blood borne pathogen standard
- ☐ An explanation of our ECP and how to obtain a copy
- ☐ An explanation of methods to recognize tasks and other activities that may involve exposure to blood and OPIM, including what constitutes an exposure incident
- ☐ An explanation of the use and limitations of engineering controls, work practices, and PPE
- ☐ An explanation of the types, uses, location, removal, handling, decontamination, and disposal of PPE
- ☐ An explanation of the basis for PPE selection
- ☐ Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine will be offered free of charge

- ☐ Information on the appropriate actions to take and persons to contact in an emergency involving blood or OPIM
- ☐ An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available
- ☐ Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident
- ☐ An explanation of the signs and labels and/or color coding required by the standard and used at this facility
- ☐ Receipt of a Biohazard waste receptacle and replaceable bags.
- ☐ Receipt of Smart Compliance First Aid Kit bags.
- ☐ An understanding that depleted supplies in the First Aid Kit can be ordered through Staples.
- ☐ An understanding of contacting the Safety Coordinator for any questions about the Program.

I acknowledge and understand all of the above:

Print Name

Signature

Date

H. Ergonomics Program

The School is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion

WHAT IS ERGONOMICS?



You may already understand the concept of ergonomics. In simple terms, it means improving the fit between your body and an activity. Adjusting a workstation so a small person can better reach materials or machinery is one example of using ergonomic principles. The result is increased comfort and efficiency. But ergonomics isn't just job-related. By applying ergonomic principles, you can make any task—done anywhere—less taxing on your body.

If you share a workstation, you may need to adjust equipment and materials to meet your needs before you can start work. Mark individual settings, such as chair heights, to make this daily process quicker and easier.

Ergonomics and You | August 2018 | 2

injuries. The Organization will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The Organization encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines. The Organization believes that reduction of ergonomic risk is instrumental to maintaining an environment of personal safety and well-being and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact the Safety Director or People Services Department.

Record of Instruction of Workers

Employees have been made aware of the risks for violence identified at this site and have been trained in the appropriate actions as defined in the procedures of this program.

Employees have been instructed on how to fill out the report form whenever a violent incident occurs.

The following is a list of employees who have received training on workplace violence prevention procedures See safety meetings sign-in sheet

[illegible]

(Please refer to a separate Workplace Violence Prevention Program)

I. Procedures for Preventing Violence in the Workplace

Travelling to and from work

Arrival at your parking spot

- Park in well-lit areas. Avoid alleys, wooded areas, and tunnels. Use caution in underground lots – stay in open, lit areas near exits. As you enter the parking lot, keep the vehicle locked and the windows rolled up.
- Ensure the vehicle is locked and the windows are up while it is unattended.

Walking to your place of business

- Proceed directly and quickly to your building. Walk with your head erect, look alert, and scan your route.
- Use the main entrance as much as possible – avoid rear or secluded entrances.

Leaving Work

- Prepare yourself to leave the store or office with everything you need, such as keys to lock doors, the key to open your vehicle, and a whistle or other personal alarm.
- Use the main entrance as much as possible – avoid rear or secluded exits.
- Proceed directly and quickly to your vehicle. Walk with your head erect, look alert, and scan your route.
- If you must walk to your vehicle alone, have a co-worker watch you from a window, if possible, and wave to him or her on the way to your vehicle

“Check Person” procedure.

Avoid working alone or afterhours whenever possible. If such situations are unavoidable, the “check person” procedure should be implemented.

- Inform another staff member or the dispatch person of your security provider of the time, location and duration of your stay. Provide a phone number (2 if possible) which they can call to find out that you are alright.
- A periodic phone call (e.g. every 5, 10 or 15 minutes) will be placed to you (the employee) to check if he or she is alright.
- If the location is equipped with video monitoring system, the security vendor will be able to verify

visual presence of the employee in that location.

- Procedure will repeat until the employee has confirmed his or her departure from the location.

Dealing with upset parents/guardians and students.

It is almost inevitable that you will have to deal with an irate parent, guardian and student at some point.

- Focus on the emotions first. Remain calm and try to calm the other person.
- Avoid escalating the situation. Find ways to help the irate person save face.
- Listen carefully and try to put yourself in their shoes, so you can better understand how to solve the problem.
- If you cannot calm the person, ask for help from your supervisor or principal.
- Remember to be always in the clear view of the security cameras, witnesses or fellow staff members.

Policy Statement – Prevention of Violence in the Workplace (Please refer to the separate Workplace Violence Prevention Program)

The School management recognizes the potential for violent acts or threats directed against staff by persons other than School employees. Every effort has been made to identify the sources of such action, and procedures have been developed to eliminate or minimize the risks to staff.

The School management will ensure that all staff members are aware of the hazards and are trained in the appropriate actions to take for protection from acts or threats of violence. Workers must follow the procedures implemented for their protection, and immediately report all incidents of violence.

Enforcement

[Senate Bill 553](#) would require an employer, as specified, to also establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan containing specified information. The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation. The written plan may be incorporated as a stand-alone section in the written injury and illness prevention program required by Section 3203 of Title 8 of the California Code of Regulations or maintained as a separate document.

The [General Duty Clause](#), Section 5(a)(1) of the Occupational Safety and Health Act of 1970, employers are required to provide their employees with a place of employment that is “free from recognized hazards that are causing or are likely to cause death or serious physical harm.” The courts have interpreted OSHA's general duty clause to mean that an employer has a legal obligation to provide a workplace free of conditions or activities that either the employer or industry recognizes as hazardous and that cause, or are likely to cause, death or serious physical harm to employees when there is a feasible method to abate the hazard. OSHA has developed [Enforcement Procedures](#)

[and Scheduling for Occupational Exposure to Workplace Violence](#), which provides guidance and procedures to be followed when conducting inspections and issuing citations related to the occupational exposure to workplace violence.

An employee that has experienced acts of workplace violence, or becomes aware of threats, intimidation, or other indicators showing that the potential for violence in the workplace exists, would be on notice of the risk of workplace violence and should implement a workplace violence prevention program combined with engineering controls, administrative controls, and training.

Violent Incident Report Form

Employee who has been victims of violence at work should complete this report as soon as possible.

Identifying information

Name	Job title

Shift		Department or section	
Location	☐ Parking lot ☐ Lobby ☐ Locker room ☐ Counter or reception area ☐ Other (please specify)		
Type of assault ☐ Verbal ☐ Threatened ☐ Struck ☐ Bitten ☐ Pushed ☐ Kicked ☐ Scratched ☐ Other (please specify)			
Medical attention or first aid obtained? ☐ Yes ☐ No		Advised of right to consult doctor? ☐ Yes ☐ No	
Investigation conducted? ☐ Yes ☐ No		Security and Safety contacted? ☐ Yes ☐ No	
Reported to supervisor? ☐ Yes ☐ No		Police called? ☐ Yes ☐ No	
Action taken:			

Assailant

☐ Female							
HAIR (color and style)							
Facial Appearance Skin or hair color Wrinkles Shape of eyebrow Size and shape of eye Mouth and lips Mustache or beard Hair style Hair texture Ear size and shape Cheeks (full or sunken) Shape of nose Neck and Adams apple						Write below specific facial details that you definitely remember. What did the suspect say? Describe any tool or weapon seen.	
Vehicle							
Color	Make					Model	License number
Body style						Damage or rust	
Antenna	Bumper sticker	Wheel covers					
General Appearance							
EYES (glasses)		COAT / HAT (color and type)					

Complexion	SHIRT/Blouse
JEWELERY	PANTS/SKIRT
SCARS/MARKS	SHOES
TATTOOS	TIE
Direction of Travel	

Definition of Incidents

Assault

The intentional use of physical injury, (impairment of physical condition or substantial pain) to another person, with or without a weapon or dangerous instrument.

Criminal Mischief

Intentional or reckless damaging of the property of another person without permission.

Disorderly Conduct

Intentionally causing public inconvenience, annoyance or alarm or recklessly creating a risk thereof by fighting (without injury) or violent, numinous (mysterious) or threatening behavior or making unreasonable noise, shouting abuse, misbehaving, disturbing an assembly or meeting or persons or creating hazardous conditions by an act which serves no legitimate purpose.

Harassment

Intentionally striking, shoving or kicking another or subjecting another person to physical contact or threatening to do the same (without physical injury). ALSO, using abusive or obscene language or following

a person in/about a public place, or engaging in a course of conduct which alarms or seriously annoys another person.

Larceny

Wrongful taking, depriving or withholding property from another (no force involved). Victim may or may not be present.

Menacing

Intentionally places or attempts to place another person in fear of imminent serious physical injury.

Reckless Endangerment

Subjecting individuals to danger by recklessly engaging in conduct which creates substantial risk of serious physical

injury.

Robbery

Forcible stealing of another person's property by use of threat or immediate physical force. Victim is present and aware of theft.

Sex Offense

Public Lewdness:	Exposure of sexual organs to others.
Sexual Abuse:	Subjecting another to sexual contact without consent.
Sodomy:	A deviant sexual act committed as in rape.
Rape:	Sexual intercourse without consent.

Training & Other Resources

[Workplace Violence](#). OSHA. Contains links to a variety of training and reference materials, including presentations, publications, and handouts.

[Workplace Violence Prevention for Nurses](#). Centers Disease Control and Prevention (CDC), National Institute for Occupational Safety and Health (NIOSH) Course No. WB1865-NIOSH Pub. No. 2013-155. Online course that provides training to healthcare workers on how to recognize the elements of a workplace violence prevention program and develop skills for preventing and responding to workplace violence.

[Violence Prevention Program - Online](#). Oregon OSHA Online Course. Provides information about methods to recognize, evaluate and respond to risk factors related to workplace violence.

Violence is *not* Part of the Job



Report violence to your principal or supervisor.

To learn more go to www.OSHA.gov

WHAT IS WORKPLACE VIOLENCE?

Occupational Safety and Health Administration defines Workplace violence as "violence or the threat of violence against workers. It can occur at or outside the workplace and can range from threats and verbal abuse to physical assaults and homicide".

Our Charter Schools have a zero-tolerance policy towards workplace violence against or by their employees.

HOW CAN THE EMPLOYEES PROTECT THEMSELVES?

Nothing can guarantee that an employee will not become a victim of workplace violence but these steps, however, can help reduce the odds:

- Learn how to recognize, avoid and diffuse potentially violent situations. Immediately notify your Principal or Administrator of any violent situations.
- Alert Principals or Administrators of any concerns about safety or security and report all incidents immediately in writing.
- Avoid travelling into unfamiliar locations or situations whenever possible and use the "check person" procedure if that is unavoidable.
- Avoid working alone or staying after hours whenever possible and use the "check person" procedure if that is not possible.

If you have any questions, please contact:

Soliman Villapando
Safety Manager
(661) 418-1539

Shawn Dunn
Security Coordinator
(661) 429-8331



"CHECK PERSON" PROCEDURE

Avoid working alone or afterhours whenever possible. If such situations are unavoidable, the "check person" procedure should be implemented.

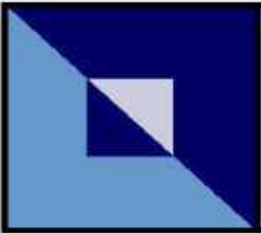
1. Inform another staff member or the dispatch person of your security provider * the exact time, location and duration of your stay. Provide a phone number (two phone numbers if possible) which they can call to find out that you are alright.
2. A pre-determined periodic phone call (e.g. every 5, 10, 15 minutes) will be placed to you (the employee) to check if you are alright.
3. If the location or school is equipped with video monitoring system, the security provider* may be able to verify and monitor visual presence in that location.
4. Procedure will repeat until you (the employee) has confirmed your departure from the location safely.

**some locations may not have regular security guards posted but they could provide the "check person" service along with the employee notifying a co-worker.*

The Security Coordinator's number is (661) 429-8331

VI. State Mandated Reporting, Policies & Training

A. Mandated Reporter Training

	CALIFORNIA MANDATED REPORTING EASY STEPS... WHAT MUST BE REPORTED and HOW TO REPORT!
<u>What Must be Reported:</u> Any of the below acts involving anyone under the age of 18: • Physical Abuse • Sexual Abuse • Emotional Abuse • Neglect The mandated reporter must only have <i>reasonable suspicion</i> that a child has been mistreated; no evidence or proof is required prior to making a report. The case will be further investigated by law enforcement and/or child welfare services. <u>How to Report:</u> <u>By Phone:</u> Immediately, or as soon as possible, make a telephone report to child welfare services and/or to a Police or Sheriff's department. 1. Child Welfare Services phone # _____ 2. Police Department phone # _____ 3. Sheriff's Department phone # _____ <u>In Writing:</u> Within 36 hours, a written report must be sent, faxed or submitted electronically. The written report should be completed on a state form called the 8572, which can be downloaded at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf <u>Other information:</u> • Safeguards for Mandated Reporters: • The Child Abuse and Neglect Reporting Act (CANRA) states that the name of the mandated reporter is strictly confidential, although it is provided to investigative parties working on the case. • As long as a report is filed in good faith, a mandated reporter cannot be held liable in civil or criminal court. • Failure to report: • Failure to report concerns of child abuse or neglect is considered a misdemeanor and is punishable in California by six months in jail and/or up to a \$1,000 fine. • For the complete law and a list of mandated reporters refer to California Penal Codes 11164-11174.3. This document and Mandated Reporting information can be found at www.mandatedreporter.ca.gov	



B. Child Abuse Reporting Guidelines

Information for School personnel and those who work in our children's Schools to be able to identify signs of suspected cases of child abuse and/or child neglect and to have the tools to know how to make a report to the proper authorities.

These guidelines are issued by the California Department of Education (COE), in conjunction with the California Department of Social Services, to help all persons, particularly those persons who work in our children's Schools, to be able to identify signs of suspected cases of child abuse and/or child neglect and to have the tools to know how to make a report to the proper authorities. These guidelines are issued in conjunction with an extensive training module, specifically aimed at training School employees and educators on their obligations as mandated reporters of child abuse, which can be located online at [California Child Abuse Mandated Reporter Training](#)

Identification of Child Abuse and Neglect

Child abuse is more than bruises or broken bones. While physical abuse often leaves visible scars, not all child abuse is as obvious, but can do just as much harm. It is important that individuals working with and around children be able to know what constitutes child abuse or child neglect and know how to identify potential signs.

Child Abuse and/or Child Neglect Can Be Any of the Following:

A physical injury inflicted on a child by another person other than by accidental means. The sexual abuse, assault, or exploitation of a child.

The negligent treatment or maltreatment of a child by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare. This is whether the harm or threatened harm is from acts or omissions on the part of the responsible person.

The willful harming or endangerment of the person or health of a child, any cruel or inhumane corporal punishment or any injury resulting in a traumatic condition.

One does not have to be physically present or witness the abuse to identify suspected cases of abuse, or even have definite proof that a child may be subject to child abuse or neglect. Rather, the law requires that a person have a "reasonable suspicion" that a child has been the subject of child abuse or neglect. Under the law, this means that it is reasonable for a person to entertain a suspicion of child abuse or neglect, based upon facts that could cause a reasonable person, in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect.

Red flags for abuse and neglect are often identified by observing a child's behavior at School, recognizing physical signs, and observations of dynamics during routine interactions with certain adults.

While the following signs are not proof that a child is the subject of abuse or neglect, they should prompt one to look further.

Warning Signs of Emotional Abuse in Children

Excessively withdrawn, fearful, or anxious about doing something wrong.

Shows extremes in behavior (extremely compliant or extremely demanding; extremely passive or extremely aggressive).

Doesn't seem to be attached to the parent or caregiver.

Acts either inappropriately adult-like (taking care of other children) or inappropriately infantile (rocking, thumb-sucking, throwing tantrums).

Warning Signs of Physical Abuse in Children

Frequent injuries or unexplained bruises, welts, or cuts.

Is always watchful and "on alert" as if waiting for something bad to happen. Injuries appear to have a pattern such as marks from a hand or belt.

Shies away from touch, flinches at sudden movements, or seems afraid to go home. Wears inappropriate clothing to cover up injuries, such as long-sleeved shirts on hot days.

Warning Signs of Neglect in Children

Clothes are ill-fitting, filthy, or inappropriate for the weather.

Hygiene is consistently bad (unbathed, matted and unwashed hair, noticeable body odor). Untreated illnesses and physical injuries.

Is frequently unsupervised or left alone or allowed to play in unsafe situations and environments. Is frequently late or missing from School.

Warning Signs of Sexual Abuse in Children

Trouble walking or sitting.

Displays knowledge or interest in sexual acts inappropriate to his or her age, or even seductive behavior.

Makes strong efforts to avoid a specific person, without an obvious reason.

Doesn't want to change clothes in front of others or participate in physical activities.

A sexually transmitted disease (STD) or pregnancy, especially under the age of fourteen. Runs away from home.

Reporting Child Abuse or Neglect

Community members have an important role in protecting children from abuse and neglect. While not mandated by law to do so, if child abuse or neglect is suspected, a report should be filed with qualified and experienced agencies that will investigate the situation. Examples of these agencies are listed below.

Parents and guardians of pupils have the right to file a complaint against anyone they suspect has engaged in abuse or neglect of a child. Community members do not need to provide their name when

making a report of child abuse or neglect. Telephone numbers for each county's emergency response for child abuse reporting are located at [California Emergency Response Child Abuse Reporting Telephone Numbers 13](#) (PDF).

School volunteers, while not mandated reporters, should also be encouraged to report any suspected cases of abuse and neglect. Additionally, School volunteers are highly encouraged by the law to have training in the identification and reporting of child abuse and neglect. The training offered online to mandated reporters, is equally available to School volunteers.

Obligations of Mandated Reporters

A list of persons whose profession qualifies them as "mandated reporters" of child abuse or neglect is found in California Penal Code Section 11165.7. The list is extensive and continues to grow. It includes all School/district employees, administrators, and athletic coaches. All persons hired into positions included on the list of mandated reporters are required, upon employment, to be provided with a statement, informing them that they are a mandated reporter and their obligations to report suspected cases of abuse and neglect pursuant to California Penal Code Section 11166.5.

All persons who are mandated reporters are required, by law, to report all known or suspected cases of child abuse or neglect. It is not the job of the mandated reporter to determine whether the allegations are valid. If child abuse or neglect is reasonably suspected or if a pupil shares information with a mandated reporter leading him/her to believe abuse or neglect has taken place, the report must be made. No supervisor or administrator can impede or inhibit a report or subject the reporting person to any sanction.

To make a report, an employee must contact an appropriate local law enforcement or county child welfare agency, listed below. This legal obligation is not satisfied by making a report of the incident to a supervisor or to the School. An appropriate law enforcement agency may be one of the following:

A Police or Sheriff's Department (not including a School district police department or School security department). A County Probation Department, if designated by the county to receive child abuse reports. A County Welfare Department/County Child Protective Services.

The report should be made immediately over the telephone and should be followed up in writing. The law enforcement agency has special forms for this purpose that they will ask you to complete. If a report cannot be made immediately over the telephone, then an initial report may be made via e-mail or fax. A report may also be filed at the same time with your School district or county office of education (COE). School districts and COEs, however, do not investigate child abuse allegations, nor do they attempt to contact the person suspected of child abuse or neglect.

School districts and COEs may have additional policies adopted at the local level relating to the duties of mandated reporters. School staff should consult with their district to determine if there are additional steps that must be taken. These policies do not take the place of reporting to an appropriate local law enforcement or county child welfare agency.

New Required Training for School Employees

Effective January 1, 2015, Assembly Bill 1432 (D-Gatto) requires all local educational agencies (LEAs) to train all employees each year on what they need to know in order to identify and report suspected cases of child abuse and neglect. "All employees" includes anybody working on the LEA's behalf, such as teachers, teacher's aides, classified employees, and any other employees whose duties bring them into direct contact and supervision of students. LEAs must also develop a process to provide proof that employees received training. An online training module has been developed specially for educators and is located at [California Child Abuse Mandated Reporter Training](#). Alternative training methods may be used but, if an LEA uses training other than the online training module, the LEA must report that fact to the COE and inform the COE of the training that was used. A form for this purpose is available at [Reporting Form for LEAs Who Use Alternative Training For Mandatory Reporting \(DOC\)](#).

Rights to Confidentiality and Immunity

Mandated reporters are required to give their names when making a report. However, the reporter's identity is kept confidential. Reports of suspected child abuse are also confidential. Mandated reporters have immunity from state criminal or civil liability for reporting as required. This is true even if the mandated reporter acquired the knowledge, or suspicion of the abuse or neglect, outside his/her professional capacity or scope of employment.

Consequences of Failing to Report

A person who fails to make a required report is guilty of a misdemeanor punishable by up to six months in jail and/or up to a \$1,000 fine (California Penal Code Section 11166[c]).

After the Report is Made

The local law enforcement agency is required to investigate all reports. Cases may also be investigated by Child Welfare Services when allegations involve abuse or neglect within families.

Child Protective Services

The Child Protective Services (CPS) is the major organization to intervene in child abuse and neglect cases in California. Existing law provides for services to abused and neglected children and their families. More information can be found at Child Protective Services.

Questions: Nancy Zarenda | nzarenda@cde.ca.gov | 916-445-8441

AB 1432 Requires School Districts to Provide Annual Employee Training in Child Abuse Reporting

On September 29, 2014, Governor Brown signed Assembly Bill 1432. This new law, effective January 1, 2015, requires all Schools districts, county offices of education, charter Schools, state special Schools and Department of Education diagnostic centers to provide annual training to their employees in child abuse detections and mandatory reporting obligations under the Child Abuse and Neglect Reporting Act ("CANRA")

Dear Employee,

To be in compliance with California State law, you are required to complete the training designated for A.B.1432. The training is web based through the California Department of Social Services (CDSS) and will take approximately 90 minutes to complete. The training is a priority and your attendance is required. At the conclusion of the training, there is a Final Test required to pass to receive a Certificate of Completion. You are responsible for submitting your certificate to the Training and Development Department for credit. Please submit your certificate no later than two weeks from today's date to Training@learn4life.org.

During this training, you will learn:

- What the law requires of you as a mandated reporter
- How to spot indicators of possible child abuse or neglect
- How to talk to children about suspected abuse
- How to make a report
- What happens after a report is filed

Special issues related to child abuse reporting in the School environment.

The link for the training is:

<http://educators.mandatedreporterca.com/default.htm>

C. Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy and Dress Code Policy

Campus Public Agency Use Policy

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 and negatively affect student engagement, diminish School safety, and contribute to a hostile School environment. As such, 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 the School campus, at School-sponsored events and activities, regardless of location, through School-owned technology, and through other electronic means.

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

To the extent possible, 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. 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 employee, student, or volunteer actions and relationships, regardless of position or gender. The Charter School will promptly and thoroughly investigate any complaint of such misconduct prohibited by this Policy and take appropriate corrective action, if warranted.

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

See Safety Plan Appendix

Definitions

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with School because of sex, race or any other protected basis
- Retaliation for reporting or threatening to report harassment
- Deferential or preferential treatment based on any of the protected classes 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 harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the Charter School.

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

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's academic performance, or of creating an intimidating, hostile, or offensive educational environment; and/or (d) 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 him/her or against another individual.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - o Rape, sexual battery, molestation or attempts to commit these assaults and
 - o 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:
 - o Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
 - o 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
 - o 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:
 - o 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
 - o Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic, and
 - o 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 group or group of students that may constitute as sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable pupil to experience a substantial interference with his or her academic performance.
4. Causing a reasonable pupil to experience a substantial interference with his or her 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 his or her age, or for a person of his or her age with his or her 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 Web site including, but not limited to:
 - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in 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 definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, seminude, 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.
4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet

Grievance Procedures

1. Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene as soon as it is safe to do so, call for

assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator listed herein.

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

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

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels she/he is a target of such behavior should immediately contact a teacher, counselor, the Principal, Coordinator, a staff person or a family member so that she/he 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. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

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

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

2. Investigation

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, 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 seven (7) School days. If the Coordinator, or administrative designee determines that an investigation will take longer than

seven (7) School days, he or she will inform the complainant and any other relevant parties and provide an approximate date when the investigation will be complete.

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

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

3. Consequences

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

4. Uniform Complaint Procedures

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

5. Right of Appeal

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

(TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING
COMPLAINT FORM ON NEXT PAGE)

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 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: _____

Dress Code Policy

Dress that is considered gang related, vulgar or that mocks others based on race, gender, religion, color, or national origin may be prohibited.

Campus Public Agency Use Policy

Public Agencies, including the American Red Cross, can use the School buildings and grounds for mass care and welfare shelters during disasters or other designated emergencies affecting the public health and welfare. School shall cooperate with the organization making such a request in order to meet the needs of the community during designated emergency.

D. Suspension and Expulsion Policy and Procedure

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 et seq. which describes the non-charter Schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and

procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

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

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. For new students, this requirement can be fulfilled by providing parents and students with the approved Parent Student Handbook for Charter School at the time of enrollment. For continuing students, they will be provided with a copy of the Charter School's rules related to discipline, suspension and expulsion at the beginning of the School year.

Suspended or expelled students shall be excluded from all School and School-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five Schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student's parent, guardian, or educational rights holder initiates the procedures specified below for suspensions, 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 suspension and expulsion procedures described below.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to School activity or School attendance occurring at any time including but not limited to: a) while on School grounds; b) while going to or coming from School; c) during the lunch period, whether on or off the School campus; d) during, going to, or coming from a School-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

- a) Used language, gesture or action that is crude, indecent, and obscene or that directly or indirectly contributes to sexual harassment.
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to School property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal School property or private property, which includes but is not limited to, electronic files and databases.

- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted School activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other School officials, or other School personnel engaged in the performance of their duties.
- l) Knowingly received stolen School property or private property, which includes but is not limited to, electronic files and databases.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a School disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which 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 section, "hazing" does not include athletic events or School-sanctioned events.

- r) Made terroristic threats against School officials and/or School property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of School property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- u) Intentionally harassed, threatened or intimidated School personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either School personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, directed specifically toward a pupil or School personnel.

- 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more

students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
- iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "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:

- i. A message, text, sound, video, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to School personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in

subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or School-sanctioned activities.

- 3) Notwithstanding subparagraphs (1) and (2) 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.

A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

Engaged in an act of vandalism pursuant to Education Code Section 48900.

Demonstrated excessive physical affection on campus. This includes kissing, embracing or inappropriate touching.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a) 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.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Used language, gesture or action that is crude, indecent, and obscene or that directly or indirectly contributes to sexual harassment.

- b) Caused, attempted to cause, or threatened to cause physical injury to another person.

- c) Willfully used force or violence upon the person of another, except self-defense.
- d) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- e) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- f) Committed or attempted to commit robbery or extortion.
- g) Caused or attempted to cause damage to School property or private property, which includes but is not limited to, electronic files and databases.
- h) Stole or attempted to steal School property or private property, which includes but is not limited to, electronic files and databases.
- i) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- j) Committed an obscene act or engaged in habitual profanity or vulgarity.
- k) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- l) Disrupted School activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other School officials, or other School personnel engaged in the performance of their duties.
- m) Knowingly received stolen School property or private property, which includes but is not limited to, electronic files and databases.

- n) Possessed an imitation firearm, i.e.: 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.
- o) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- p) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a School disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- q) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- r) Engaged in or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which 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 section, “hazing” does not include athletic events or School-sanctioned events.
- s) Made terroristic threats against School officials and/or School property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of School property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- t) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive

to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- u) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Intentionally harassed, threatened or intimidated School personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either School personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- w) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
- iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "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:

- i. A message, text, sound, video, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to School personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or School-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) 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.

A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered

great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

Engaged in an act of vandalism pursuant to Education Code Section 48900.

Demonstrated excessive physical affection on campus. This includes kissing, embracing or inappropriate touching.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a) 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.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Superintendent, Principal or Designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Superintendent, Principal or Designee.

The conference may be omitted if the Superintendent, Principal or Designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to School for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two (2) School days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to School. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive School days per suspension. Upon a recommendation of expulsion by the Superintendent, Principal or Designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Superintendent, Principal or Designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

D. Authority to Expel

As required by Education Code Section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Unless postponed for good cause, the hearing shall be held within thirty (30) School days after the Superintendent, Principal or Designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other School district or School to which the student seeks enrollment;

5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five day notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.

The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in School, if there is no good cause to take the testimony during other hours.

Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may

permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The final decision by the Board of Directors shall be made within ten (10) School days following the conclusion of the hearing. However, if the Board does not meet on a weekly basis, its decision on whether to expel a student shall be made within 40 School days after the student is removed from his/her School of attendance. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Principal or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Principal or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

K. Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board of Education, except for stipulated expulsions. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation.

L. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their School district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the School district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another School district or charter School shall be in the sole discretion of the Board of Directors following a meeting with the Superintendent, Principal or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the School environment. The Superintendent, Principal or designee shall make a recommendation to the Board of Directors following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of the Special Education Director

The Charter School shall immediately notify the Special Education Director and coordinate the procedures in this policy with the Special Education Director of the discipline of any student with a disability.

2. Services During Suspension

Students suspended for more than ten (10) School days in a School year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) School days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 School days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Superintendent, Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) School days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at School, on School premises, or to or at a School function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at School, on School premises, or at a School function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at School, on School premises, or at a School function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible

E. Procedures to Notify Teachers of Dangerous Pupils

(Education Code Section 49079)

- (a) The Charter School administrator, i.e., the Area Superintendent, shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions of Education Code Section 48900, except subdivision (h), or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts.
- (b) The Charter School administrator shall provide the information to the teacher based upon any records that the Charter School maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (c) A Charter School, or School 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 School or School 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.
- (d) An officer or employee of a Charter 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.

- (e) Any information received by a teacher pursuant to this policy shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

F. Service Animal Emotional Support Animal Policy

The use of service animals is a permitted practice under the Americans with Disabilities Act. The School acknowledges this and allows the use of service or emotional support animals. A service animal is not a pet. The ADA requires public accommodations to modify their “no pets” policies to allow the use of a service animal by a person with a disability only.

1. Basic Guidelines

- a. A Health Plan will be constructed to document the use of the service or emotional support animal. It may also be appropriate to include this in a student’s IEP or 504 plan. The Health Plan will specify whether this is a service or emotional support animal and which service the animal provides, i.e., retrieving items, warning of an oncoming seizure, etc.
- b. A copy of the Health Plan will be placed in the student’s records and a copy will be provided to parent and/or student. Staff will be made aware of the accommodations for the use of a service/emotional support animal.

2. Student/Handler’s Responsibility

- a. The student/handler is responsible for the care and supervision of his or her animal. The animal is expected to behave in an acceptable way. Uncontrolled barking, jumping on other people, or running away from the handler are examples of unacceptable behavior. The student/handler may be asked to remove the animal in these instances.
- b. The student/handler must maintain control of the animal. Maintaining control of the animal should occur with the use of a harness, leash, or other tether unless these devices interfere with the service animal’s work or the student/handler’s disability prevents use of these devices.
- c. The animal must be housebroken. School may charge student/parent/handler if a service/emotional support animal causes damage to School property.
- d. The animal should be vaccinated in accordance with state and local laws.

3. Areas Where Permitted

- a. The service animal will be permitted to accompany the individual with a disability to all areas of the facility where students/employees are normally allowed to go. An individual with a service animal will not be segregated from other students/employees.

4. Reaction/Response of Others

- a. Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. When a person who has an animal allergy and a person who uses a service/emotional support animal must spend time in the same room or facility, they both should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.

G. Water Testing for lead

To request water testing for lead, please contact the Safety Coordinator. Testing is done on an as needed basis.

VII. Systems

E. Titan HST-Emergency Notification System App

Lockdowns

To initiate a campus wide lockdown, select the Broadcast tab and select the Lockdown button in the top left corner of your screen.

Select your campus. Select the desired Lockdown notification recipients. Press Update Lockdown Status.

If 1 or more of your campuses is on lockdown, a red bar will appear & your broadcast tab will show a red badge with lock icon.

To Disengage Lockdowns:
- Select the red lock icon.
- Select the desired Disengage Lockdown notification recipients.
- Press Update Lockdown Status.

Send & Receive Alerts | Broadcast Messages | **Lockdown** | Community Safety Status | Emergency Docs

Population Safety Status

To view your population safety status, select the Status tab in the bottom right side of your screen and then click the Send Status Request button at the top of your screen.

To view your population by selecting the Active request.

Select one of your users.

Each Margin will signify a campus. Red pins signify an unsafe user. To call one of the users, select their pin.

To input your safety status, select the plus icon found at the top left corner of your screen.

To re-send a status request or end an existing request, slide the active request to the left and make your selection.

Send & Receive Alerts | Broadcast Messages | Lockdown | **Community Safety Status** | Emergency Docs

I'm an Administrator and Parent

Parents connected to their child's school will only receive broadcast notifications from their child's school. You will continue to have full Admin functionality at the school at which you are an Admin and be able to send/receive all relevant types of communication.

NOTE: In 24 hours, your staff will be notified about TITAN HST. They will be able to login and start using the system.

View your campuses & role types by selecting the Me tab. Then select My Campuses.

Incoming broadcast notifications will list the site that they were sent from. Incoming alerts will list the name of the user.

Send & Receive Alerts | Broadcast Messages | Lockdown | Community Safety Status | **Emergency Docs**

Emergency Documentation

View your emergency plans by selecting the Me tab at the bottom right corner of your screen. Then select Emergency Materials.

To Upload Emergency Docs:
- Select the upload icon.
- Choose a file or take a photo.
- Press Submit in the top right corner of your screen.

Select the desired campus.

Select user groups that you'd like to have access to the document.

Send & Receive Alerts | Broadcast Messages | Lockdown | Community Safety Status | **Emergency Docs**

F. Digital Video Surveillance System

Integrate with the award-winning Eagle Eye Cloud VMS

The Eagle Eye Video API Platform enables businesses to seamlessly integrate surveillance video for virtually any application. Add modern cloud video surveillance with artificial intelligence to existing security, access control, or building automation products as well as numerous applications from adjacent industries. This platform is the driving force behind the Eagle Cloud VMS (video management system) - powering the web, mobile, and all third-party integrations.

Streamline development

This modern, cloud-based REST API platform minimizes development time and maximizes the ability to integrate the power and flexibility of the Eagle Eye Cloud VMS. Connect cameras, audio, data analytics, and advanced AI functions through this industry-leading API interface.

The Eagle Eye Video API Platform consists of a developer portal with documentation for software developers. It is intended to assist and guide users writing an integration of third-party tools or applications to the Eagle Eye Cloud VMS. The platform handles all of the heavy lifting, allowing developers to expand their desired ecosystem using the functions of the VMS including:

- Interfacing with cameras
- Recording video
- Transmitting video to the cloud
- Storing video
- Analyzing data using artificial intelligence



VIII. Crisis Response and Communication Procedures.

Death of a staff or student

Initial Contact

- ☐ Staff who receives notification of death of a student or staff informs Administrator

Convene Crisis Response Team

- ☐ Administrator makes Area Superintendent aware of death of student/staff
- ☐ Administrator or designee confirms death with students/ staff family

"We understand students and parents are deeply concerned about what they might be hearing. We are gathering the facts, but can't share any information or details until we know the truth -- and want to respect the privacy of those involved. As soon as we have facts and the family's permission, we will communicate and answer questions. The best thing you can do to help the situation (or your classmate) is to remain patient, don't speculate or post unconfirmed information on social media. This will allow the school staff to move quickly and provide the help that's needed."
- ☐ Area Superintendent or Designated Administrator to contact Communications
 - o Ann Abajian
 - o Roxana Janka
- ☐ Administrator and/or Regional POC convenes support team; staff who will coordinate crisis response, recovery and renewal
 - o Suggested Staff: School Counselor, School Psychologist, School Social Worker, Admin Designee
 - o Determine level of support/response (Site/regional/LLAC)
 - o Sample Holding Statement for staff/students

"We understand students and parents are deeply concerned about what they might be hearing. We are gathering the facts, but can't share any information or details until we know the truth -- and want to respect the privacy of those involved. As soon as we have facts and the family's permission, we will communicate and answer questions. The best thing you can do to help the situation (or your classmate) is to remain patient, don't speculate or post unconfirmed information on social media. This will allow the school staff to move quickly and provide the help that's needed."

Communication

- ☐ Communications department will guide all internal and external communication
- ☐ If someone other than the students family is requesting information please use Sample Holding Statement (see above)

Crisis Response Team Develops a Plan

- ☐ Share confirmed information: Staff member who was in touch with the victim's family shares the confirmed information with site CRT, including specifics of what info is to be shared further
- ☐ Complete Crisis Response Plan and assign roles
- ☐ Follow up with family

Special Considerations for School Safety and Privacy

- ☐ Information about the incident should be kept confidential to ensure the safety of the entire school community and the privacy of those involved. Creating opportunities for staff and community to discuss impact of incident away from students to ensure we are considerate of retaliation or copyist events

Death by suicide

- ☐ If suicide, use "died by suicide" or "lost their life to suicide" to avoid judgement
- ☐ Distribute broadly information about hotlines and support services.
- ☐ If members of the school community have previously disclosed a personal experience with death by suicide, consider connecting them with additional resources

Incident Report

- ☐ Administrator to complete incident report

Debrief-Recovery

- ☐ Following staff death: Administrator or Admin designee not personally impacted by death coordinates space for dialogue, processing and support (training for staff)
- ☐ Following student death: School Counselor, School Psychologist and/or School Social Work staff not personally impacted by death coordinates space for dialogue, processing and support
- ☐ Plan for follow up with staff/students as appropriate (ex 30, 60, 90 days)
- ☐ As a team, review and evaluation of the crisis plan at the conclusion of each incident. Consider all staff who provided support in responding to the death.
- ☐ The Crisis Management Team annually will evaluate the plan and its effectiveness and make modifications as needed.
- ☐ The Crisis Management Plan shall be reviewed annually with the full school staff. This is designed to identify and resolve crisis, restore equilibrium, and support productive responses

Guiding Documents:

1. [Guide for Developing High-quality School Emergency Operations Plans](#)
U.S. Department of Education
U.S. Department of Health and Human Services
U.S. Department of Homeland Security
U.S. Department of Justice
Federal Bureau of Investigation
Federal Emergency Management Agency 2013
2. [Guidelines for Responding to the death of a student or school staff](#)
National Center for School Crisis and Bereavement
3. [Coping with the death of a student or staff member](#)
US Department of Education

IX. Instructional Continuity Plan

Instructional Continuity Plan (ICP)

Purpose

In compliance with Senate Bill 153 (SB 153) and California Education Code (EC) Section 32282, this Instructional Continuity Plan (ICP) ensures that all students enrolled in our non-classroom-based charter high school can access instruction during a natural disaster or emergency. This plan will be incorporated into our Comprehensive School Safety Plan (CSSP) by July 1, 2025.

1. Communication and Engagement Protocol

A. Communication Protocols

To ensure families, students, and staff receive timely updates, we will:

- Establish communication within **five calendar days** following an emergency.
- Use multiple channels to ensure broad reach and redundancy.

Primary Communication Methods:

- Automated and direct phone calls
- Short Messaging Service (SMS) alerts
- Email notifications
- School Learning Management System (LMS) portal updates
- School website updates
- Social media announcements

Backup Communication Methods: (In case of power or internet failure)

- Printed mailings (if feasible)

B. Social-Emotional, Mental Health, and Academic Support

- Telehealth counseling will be provided via phone or virtual platforms
 - Regular check-ins with counselors for mental health support
 - Resource guide distribution for local emergency services (shelters, food banks, crisis support)
 - Individualized academic support through virtual office hours, tutoring, and peer study groups
-

2. Instructional Access Plan

A. Timeline for Resuming Instruction

- Instructional continuity will begin within **10 instructional days** but typically can resume immediately due to the online nature of our platform.

B. Technology Readiness and Digital Access

- Digital access: All students are issued Chromebooks and, if needed, Wi-Fi hotspots.
- Additional tech support will be provided to students who experience connectivity or device issues due to the emergency.

C. Instructional Modalities

1. Remote Instruction Plan

- **Learning Platforms:**
 - o Instruction will continue through the school's existing Learning Management System (LMS), such as Google Classroom or Canvas.

- o Virtual instruction and support will be provided via video conferencing tools, including Zoom, Microsoft Teams, or Google Meet.
- **Assessment & Attendance Tracking:**
 - o Teachers will continue monitoring via currently adopted attendance tracking
 - o Daily log-ins and assignment completion are required for attendance.
 - o Teachers will monitor engagement and provide individualized feedback.

2. In-Person Instruction Plan: If remote learning is not possible due to power outages, connectivity issues, or other disruptions, Mission Academy will collaborate with local schools, libraries, and community centers to establish temporary in-person learning spaces.

3. Student Enrollment and Temporary Reassignment

- If displaced due to an emergency, students will retain compliance with residency requirements at any LEA providing instructional support.
 - The school will:
 - o Facilitate student transfers to ensure uninterrupted coursework.
 - o Ensure credit continuity with official transcript sharing.
-

4. Equity and Accessibility Considerations

- **Device & Internet Support:** All students are provided a laptop at the time of enrollment. A wifi hotspot is provided as needed.
 - **Special Populations Support:**
 - o **Accommodations and support:** Students with IEPs, 504 plans, or language needs will continue to receive services and support as outlined in their plans.
 - o **SPED coordination:** Case managers will coordinate with families to ensure the continuity of services and adjust support plans as necessary.
 - o **Translation and access:** Materials and communication will be provided in students' and families' home languages; interpreters will be available for virtual meetings.
-

5. Professional Learning for Educators

- Staff will continue to receive training in remote instruction methodologies.
 - Staff will continue participating in workshops on virtual classroom management and independent study best practices.
-

6. Well-Being and Crisis Support

- Mental health professionals and community intervention specialists available in multiple languages.
 - An Employee Assistance Program (EAP) is available to support the well-being of school staff.
 - The school will collaborate with national educational and mental health organizations to expand access to resources and crisis support services.
-

7. Support Services Continuity

- **Special Education:** Students with IEPs, 504 plans, or language needs will continue to receive services and support as outlined in their plans.
- **Counseling:** Virtual or phone-based services are maintained.

- **McKinney-Vento liaisons** will provide resources for displaced students.
 - **Nutrition Programs:**
 - o Collaboration with CDE Disaster Guidance for Child Nutrition Programs.
 - o Alternative meal distribution via local organizations.
-

8. Annual Plan Review and Post-Emergency Debrief

- The Instructional Continuity Plan will be reviewed annually with input from school administrators, staff, parents, and students.
 - Following any emergency, a formal debrief will be conducted to evaluate and refine communication protocols and instructional strategies based on lessons learned.
-

9. Conditions for Reopening

- Sufficient staffing and instructional materials are available to support student learning.
 - Mental health resources and support systems are in place for both students and staff.
-

Conclusion

This **ICP/Instructional Continuity Plan** ensures learning continuity while prioritizing student safety, accessibility, and well-being in any emergency scenario.



EXHIBIT V

Enrollment Forms

Student Registration Form 2025 - 2026				Form #:
Initial Year Registration in a CA Public School				Tracking #:
First Name:		Middle Name:		Last Name:
Alias First Name:		Alias Middle Name:		Alias Last Name:
Gender:	Gradelevel:			Birthdate:
Physical Address		Permanent Housing? ☐ Yes ☐ No (If No, please describe below)		
**Note: If Physical address does not represent Permanent Housing, please briefly describe what type of Temporary Housing the physical address represents:				
Street Address:			City:	State: Zip:
Mailing Address				
Mailing Address:			City:	State: Zip:
Home Phone:		Student Cell Phone:		
Student E-mail Address:				

Ethnicity * New federal ethnicity and race data collection/reporting requirements beginning in 2009-2010 require all students to identify their ethnicity from the 2 choices below:

Is this student Hispanic or Latino?	
☐ No, not Hispanic or Latino	☐ Yes, Hispanic or Latino

Race * In addition to ethnicity, at least one race must also be selected below:

☐ American Indian or Alaskan Native A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.	☐ Black or African American A person having origins in any of the black racial groups of Africa.	☐ White A person having origins in any of the original peoples of Europe (including South/Central Americans), the Middle East, or North Africa.
☐ Asian ☐ Asian Indian ☐ Korean ☐ Cambodian ☐ Laotian ☐ Chinese ☐ Vietnamese ☐ Filipino ☐ Other Asian ☐ Japanese	☐ Pacific Islander ☐ Guamanian ☐ Samoan ☐ Hawaiian ☐ Tahitian ☐ Other Pacific Islander	
☐ Student race was intentionally left unanswered		

Previous School/Enrollment Details

Previous County:	Previous School Name:	Previous School Address:	
Previous School Type:			
☐	IF BORN OUTSIDE THE US and its territories, enrolled less than 3 cumulative years in the U.S.		
DATE First Enrolled in the U.S.:			

Parent/Guardian Information

Parent/Guardian 1		Parent/Guardian 2	
Name:		Name:	
Relationship to student:		Relationship to student:	
Street Address: ☐ Same as student		Street Address: ☐ Same as student	
City:		City:	
State:	Zip:	State:	Zip:
Mailing Address: ☐ Same as student		Mailing Address: ☐ Same as student	
City:		City:	
State:	Zip:	State:	Zip:
Employer:	Federal Employee?	Employer:	Federal Employee?
Active Duty Military:		Active Duty Military:	
Employer Address:		Employer Address:	
Home Phone:	Cell Phone:	Home Phone:	Cell Phone:
Work Phone:	E-mail address:	Work Phone:	E-mail address:
Lives with student?	Send student mailings?	Lives with student?	Send student mailings?
Parent/Guardian 1 Highest Level of Education (check one) ☐ Graduate Degree - Holds MA, MS, PhD or EdD (10) ☐ College Graduate - Holds BA or BS (11) ☐ Some College - Holds AA or has completed 2 full years at a 4-year university (12) ☐ High School Graduate - Holds diploma or GED (13) ☐ Not a high school graduate (14) ☐ Decline to State (15)		Parent/Guardian 2 Highest Level of Education (check one) ☐ Graduate Degree - Holds MA, MS, PhD or EdD (10) ☐ College Graduate - Holds BA or BS (11) ☐ Some College - Holds AA or has completed 2 full years at a 4-year university (12) ☐ High School Graduate - Holds diploma or GED (13) ☐ Not a high school graduate (14) ☐ Decline to State (15)	

Home Language Survey

Which language did your child learn when they first began to talk?	Which language does your child most frequently speak at home?
Which language do you (the parents and guardians) most frequently use when speaking with your child?	Which language is most often spoken by adults in the home? (parents, guardians, grandparents, or any other adults)

Dashboard Alternative School Status (DASS)

(check all that apply)

☐	Expelled (Ed. Code 48925[b]) including situations in which enforcement of the expulsion order was suspended (Ed. Code 48917)
☐	Suspended (Ed Code 48925[d]) more than 10 days in a school year
☐	Wards of the court (WIC 601 or 602) or dependents of the court (WIC 300 or 654)
☐	Pregnant and/or parenting
☐	Habitually truant (Ed. Code 48262) or habitually insubordinate and disorderly (Ed Code 48263), and whose attendance at the school is directed by a school attendance review board (SARB) or probation officer (Ed. Code 48263)
☐	Retained more than once in kindergarten through grade 8.
☐	Recovered dropouts based on EC Section 52052.3(b) as students who: (1) are designated as dropouts pursuant to the exit and withdraw codes in the California Longitudinal Pupil Achievement Data System (CALPADS), or (2) left school and were not enrolled in a school for a period of 180 days.
☐	Students who are credit deficient (i.e., students who are one semester or more behind in the credits required to graduate on-time, per grade level, from the enrolling school's credit requirements)
☐	Students with a gap in enrollment (i.e., students who have not been in any school during the 45 days prior to enrollment in the current school, where the 45 days does not include non-instructional days such as summer break, holiday break, off-track, and other days when a school is closed)
☐	Students with high level transiency (i.e., students who have been enrolled in more than two schools during the past academic year or have changed secondary schools more than two times since entering high school)
☐	Foster Youth (EC Section 42238.01[b])
☐	Homeless Youth

Enrollment Enhancements/Modifiers

Is parent/guardian employed in one or more agricultural or fishing activities on a seasonal or other temporary basis?	☐ Yes ☐ No

Parent/Guardian Release

Grant permission to use pictures of the student for school purposes	☐ Yes ☐ No
Grants permission to use student work produced by this student for school purposes	☐ Yes ☐ No
Grants permission to use student audio/video for school purpose	☐ Yes ☐ No
Permission for the school to use student pictures, audio, video, and student work on social media	☐ Yes ☐ No

The information submitted on this form is a confidential educational record and is therefore protected by all relevant federal and state privacy laws that pertain to educational records including, without limitation, the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. § 1232g; 34 CFR Part 99); Title 2, Division 4, Part 27, Chapter 6.5 of the California Education Code, beginning at Section 49060 et seq.; the California Information Practices Act (California Civil Code Section 1798 et seq.) and Article 1, Section 1 of the California Constitution

I certify that all of the statements and information given above are true and correct to the best of my knowledge:

Parent Signature **X** _____ Date **X** _____

Household Data Collection - Mission Academy - 2025 - 2026

Last Name:	First Name:	Birthdate:	
School: Mission Academy	Grade:	Classroom:	School Code: 0137786

1. Check the total number of adults and children living in your household:
☐1 ☐2 ☐3 ☐4 ☐5 ☐6 ☐7 ☐8 ☐9 ☐10 Other:

2. Total Annual Household Income: \$

Home Phone Number:	Cell Phone Number:	E-mail Address:
I certify (promise) that the information provided on this form is true and that I included all income. I understand that the school may receive state and federal funds based on the information I provide and that the information could be subject to review. X _____ Parent Signature		X _____ Date
<i>The information submitted on this form is a confidential educational record and is therefore protected by all relevant federal and state privacy laws that pertain to educational records including, without limitation, the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. § 1232g; 34 CFR Part 99); Title 2, Division 4, Part 27, Chapter 6.5 of the California Education Code, beginning at Section 49060 et seq.; the California Information Practices Act (California Civil Code Section 1798 et seq.) and Article 1, Section 1 of the California Constitution.</i>		



EXHIBIT W

Multi-Year Fiscal Budget, Narrative and Cash Flow

Mission Academy

Renewal Budget

ADA 1,675.00 1,690.00 1,705.00

		2026-27	2027-28	2028-29
Revenues				
Principal Apportionment State Aid	8011	25,923,935	27,091,709	28,278,581
Education Protection Account Entitlement	8012	335,000	338,000	341,000
Revenue Limit State Aid - PY Adjustments	8019	-	-	-
In Lieu of Property Taxes	8096	832,274	839,727	847,180
IDEA - Special Education Federal Fund	8181	100,630	101,500	102,370
All Other Federal Revenue	8290	-	-	-
Other State - Special Ed Apportionment	8311	1,536,863	1,550,626	1,564,389
Mandated Cost Reimbursements	8550	90,250	94,189	98,184
State Lottery Revenue	8560	432,820	436,696	440,572
All Other State Revenues	8590	255,933	258,194	260,455
All Other Transfers from Districts or Charter Schools	8781	-	-	-
Revenues Total		29,507,705	30,710,641	31,932,731
Certificated Salaries				
Teachers/Cert Aids & Tutors/Substitute	1100	8,297,940	8,634,420	8,981,000
Certificated Pupil Support Salaries	1200	1,118,890	1,152,460	1,187,030
Supervisors and Administrators	1300	1,626,940	1,675,750	1,726,020
Other Certificated Salaries	1900	-	-	-
Certificated Salaries Total		11,043,770	11,462,630	11,894,050
Classified Salaries				
Classified Support/Tutors & Aids	2100	1,682,760	1,780,620	1,881,420
Student Services Technicians	2200	1,546,240	1,592,630	1,640,410
Supervisors and Administrators	2300	282,300	290,770	299,490
Clerical - Technical, Office Staff	2400	476,850	491,160	505,890
Other Classified Salaries	2900	-	-	-
Classified Salaries Total		3,988,150	4,155,180	4,327,210
Benefits				
OASDI/Medicare	3301-3302	1,149,940	1,194,760	1,240,920
Health/Dental/Vision	3401-3402	1,962,520	2,038,640	2,117,040
SUI	3501-3502	46,420	48,260	50,150
Workers' Comp Ins	3601-3602	128,260	133,240	138,360
403B/Other Benefits/Vacation	3901-3902	652,180	677,250	703,080
Benefits Total		3,939,320	4,092,150	4,249,550

		2026-27	2027-28	2028-29
Books and Supplies				
Approved Textbooks and Core Curricula	4100	-	-	-
Computerized Textbooks	4140	3,330	3,360	3,390
Books and Other Reference Materials	4200	210	210	210
Students Snacks	4301	290	290	290
Student Consumables	4302	11,320	11,420	11,520
Graduation Expense	4304	29,210	29,470	29,730
Instructional Materials	4310	51,380	51,840	52,300
Tests & Physical Exams	4320	-	-	-
Office Supplies	4335	44,130	44,530	44,930
Computerized Software	4340	2,132,400	2,151,500	2,170,600
Tires, Fuel and Oil	4360	2,970	3,000	3,030
Custodial & Operating Supplies	4370	-	-	-
Noncapitalized Equipment	4400	576,310	631,470	687,070
Books and Supplies Total		2,851,550	2,927,090	3,003,070
Services and Operating Expenses				
Travel and Conferences	5200	84,430	85,190	85,950
Mileage & Car Allowance	5210	17,060	17,210	17,360
Meals and Per Diem	5220	19,220	19,390	19,560
Lodging & Car Rental	5230	91,450	92,270	93,090
Dues and Memberships	5300	33,740	34,040	34,340
Insurance	5400	82,140	84,600	87,140
Security System	5500	6,430	6,620	6,820
Natural Gas	5510	4,250	4,380	4,510
Electricity	5520	16,090	16,570	17,070
Water	5530	-	-	-
Waste Disposal	5560	9,190	9,470	9,750
Pest Control	5570	1,990	2,050	2,110
Maintenance & Janitorial	5590	78,570	80,930	83,360
Repairs/Maintenance - Building	5600	36,420	37,510	38,640
Repairs/Maintenance - Equipment	5610	8,050	8,290	8,540
Rent/Leases - Building	5620	385,140	396,690	408,590
Rent/Leases - Equipment	5630	-	-	-
Rent/Leases - Building ASC 842	5640	-	-	-
Marketing Expense	5800	3,460	3,560	3,670
Bank Fees & Finance Charges	5801	5,620	5,790	5,960
Freight Expense	5802	297,740	306,670	315,870
Postage	5803	100	100	100
Accounting Services	5805	101,950	105,010	108,160
Stipends	5807	15,000	15,000	15,000
Contracted Services	5810	4,650,080	4,882,580	5,126,710
Student Transportation	5811	980	1,010	1,040
Security Services	5812	52,950	54,540	56,180
Legal/Attorney Fees	5814	4,830	4,970	5,120
Audit Services	5820	16,540	17,040	17,550
Contracted Communications	5830	-	-	-
Fingerprint/TB/Physical/Background Check	5860	9,180	9,460	9,740
Printing and Copying Services	5870	2,640	2,720	2,800
Other Charges, Licenses, Permit, Fees	5880	2,890	2,980	3,070
Phone Services	5910	122,480	126,150	129,930
Internet Services	5920	694,460	715,290	736,750
Services and Operating Expenses		6,855,070	7,148,080	7,454,480

		2026-27	2027-28	2028-29
Capital Outlay				
Depreciation Expense	6900	-	-	-
Amortization Expense Lease Assets	6910	-	-	-
Capital Outlay		-	-	-
Other Outgo				
Oversight Fees	7299	270,910	282,690	294,670
Debt Services	7438	5,000	-	-
Other Outgo		275,910	282,690	294,670
TOTAL EXPENSES		28,953,770	30,067,820	31,223,030
Excess of Revenues over Expenditures		553,935	642,821	709,701

Fund Balance				
Beginning Fund Balance		7,760,078	8,314,013	8,956,834
Profit/Loss		553,935	642,821	709,701
Ending Fund Balance		8,314,013	8,956,834	9,666,535
Components of Ending Fund Balance:				
Restricted Net Position		-	-	-
Net Investment in Capital Assets				
Unrestricted Net Position		8,314,013	8,956,834	9,666,535
Ending Fund Balance		8,314,013	8,956,834	9,666,535
% of Ending Fund vs. Expenditures		28.71%	29.79%	30.96%

Renewal Budget Narrative

Below is the financial information and narrative for the renewal of Mission Academy (“MA”). The financial statements include a 3-year annual budget and cash flow statement for each fiscal year beginning 2026-27 through 2028-29.

Students: Enrollment, Demographics and Average Daily Attendance

Average Daily Attendance (ADA) is the aggregate attendance during a reporting period divided by the number of days the school is in session during that period. ADA is used to calculate many of the revenue sources.

Enrollment & ADA

	2026-27	2027-28	2028-29
TK-3	-	-	-
4-6	16.67	16.82	16.97
7-8	122.90	124.00	125.10
9-12	1,535.43	1,549.18	1,562.93
Total Projected ADA	1,675.00	1,690.00	1,705.00
Enrollment	700	706	712

Revenues

Factoring in all revenues at the school, per-pupil funding is expected to be around \$18,172/ADA at MA (ranging from \$17,617/ADA to \$18,729/ADA). All revenues are monitored throughout the year as various funding estimates are refined and recalculated.

Summary of Projected Revenues

	2026-27	2027-28	2028-29
State Aid - Revenue Limit	27,091,209	28,269,436	29,466,761
Federal Revenue	100,630	101,500	102,370
Other State Revenue	2,315,866	2,339,705	2,363,600
Other Local Revenue	-	-	-
Total Revenues	\$29,507,705	\$30,710,641	\$31,932,731
<i>State Revenues as % of Total</i>	<i>99.66%</i>	<i>99.67%</i>	<i>99.68%</i>
<i>Estimated COLA</i>	<i>3.02%</i>	<i>3.42%</i>	<i>3.31%</i>
<i>Revenues per ADA</i>	<i>\$17,616.54</i>	<i>\$18,171.98</i>	<i>\$18,728.87</i>

LCFF Revenues

State Revenues are estimated based on specific programs as identified below, with the majority of funding dependent upon the annual State budget and the school’s student population.

Principal Apportionment

The LCFF FCMAT calculator (FCMAT Version v26.1c) was used to determine the LCFF projections for each year of the above revenue projections which are based on expected student ADA and the expected unduplicated count of students at MA.

These projections show that in years 1-3, the statewide EPA proportionate share ratio of 28.19% is used, in accordance with the 2024-25 P-2 certified rate.

In Lieu of Property Tax rate of \$496.88 per ADA is based on the certified 2024-25 P-2 rate for Acton Agua Dulce Unified.

Projected LCFF Revenues

	2026-27	2027-28	2028-29
LCFF State Aid	25,923,935	28,091,709	28,278,581
Education Protection Account	335,000	338,000	341,000
In Lieu of Property Taxes	832,274	839,727	847,180
Total LCFF Revenue	\$27,091,209	\$28,269,436	\$29,466,761

Federal Revenues

Special Education

Special Ed: IDEA Basic Local Assistance Entitlement, Part B revenue is estimated using a rate of \$145 per PY enrollment (CBEDS).

Projected Federal Revenues

	2026-27	2027-28	2028-29
Special Education - Federal	100,630	101,500	102,370
Title I, Part A - Basic Low Income	-	-	-
Total Federal Revenue	\$100,630	\$101,500	\$102,370

State Revenues

Lottery

State Lottery revenues are projected based on an estimated Annual ADA, calculated as 95% of current year projected P-2 ADA, multiplied by the Non-Proposition 20 and Proposition 20 per ADA rates determined by the SCO. When the Annual ADA is available for the respective fiscal year, the SCO adjusts LEA funding accordingly. For budgeting purposes, historical funding rates of \$190/ADA for Non-Proposition 20 and \$82/ADA for Proposition 20 were used.

Mandate Block Grant

Mandate Block Grant funding is allocated based on PY P-2 ADA with a funding rate of \$20.06 for grades K-8 and \$55.76 for grades 9-12 (2024-25), increasing every year by the COLA approved in the state budget.

Prop 28 Arts & Music in Schools

The Proposition 28: Arts and Music in Schools funding program provides funding to K-12 public schools, including charter schools, to supplement arts education programs. Funding is based on enrollment of preschool, transitional kindergarten, and K-12 pupils in the prior fiscal year.

Special Education

MA provides special education services and works with the El Dorado Special Education Local Planning Area (SELPA) to ensure resources are provided to ensure compliant, efficient, and effective delivery of services. State Special Education funding is estimated using \$917.53/ADA for 2026-27, 2027-28 and 2028-29.

Projected State Revenues

	2026-27	2027-28	2028-29
State Special Education	1,536,863	1,550,626	1,564,389
Mandate Block Grant	90,250	94,189	98,184
SPED Mental Health Level 2	139,551	140,801	142,050
Prop 28 – Arts & Music in Schools	116,382	117,393	118,405
State Lottery	432,820	436,696	440,572
Total State Revenue	\$2,315,866	\$2,339,705	\$2,363,600

Expenditures

As a non-classroom-based charter, MA must comply and monitor expenditures to meet SB740 spending requirements in order to obtain full funding. The spending requirements include spending at least 40 percent of total public revenues (which includes federal, state, and local revenues from in-lieu property taxes) on salaries and benefits for employees who possess a valid teaching certificate and spending at least 80 percent of total revenues on instruction and related services and maintenance. The projected expenditures through 2028-29, meeting these requirements, are shown below and are followed by a summary of assumptions for some of the larger expenses.

Summary of Projected Expenses

	2026-27	2027-28	2028-29
Certificated Salaries	11,043,770	11,462,630	11,894,050
Classified Salaries	3,988,150	4,155,180	4,327,210
Employee Benefits	3,939,320	4,092,150	4,249,550
Total Compensation Expenditures	\$18,971,240	\$19,709,960	\$20,470,810
Books and Supplies	2,851,550	2,927,090	3,003,070
Travel and Conferences	212,160	214,060	215,960
Dues and Memberships	33,740	34,040	34,340
Insurance	82,140	84,600	87,140
Operations and Housekeeping	116,520	120,20	123,620
Facilities, Repairs and Other Leases	429,610	442,490	455,770
Professional/Consulting Services	5,163,960	5,411,430	5,670,970
Communications	816,940	841,440	866,680
Depreciation, Amortization	-	-	-
Other Outgo	275,910	282,690	294,670
Total Non-Compensation Expenditures	\$9,982,530	\$10,357,860	\$10,752,220
Total Expenditures	\$28,953,770	\$30,067,820	\$31,223,030

Total Compensation - Salaries and Employee Benefits

Total compensation costs (salary and benefits) at capacity remain relatively constant near 65% of total expenditures. “Compensation” includes the salary costs of all staff, including those who work full-time and part-time, and includes all staff benefits including social security, Medicare, workers’ compensation, and retirement benefits.

The staffing tables associated with our financial projections are shown below:

Salaries Summary

	2026-27	2027-28	2028-29
Teachers/Cert Aids & Tutors/Substitute	8,297,940	8,634,420	8,981,000
Certificated Pupil Support Salaries	1,118,890	1,152,460	1,187,030
Supervisors and Administrators	1,626,940	1,675,750	1,726,020
Other Certificated Salaries	-	-	-
Total Certificated Salaries	\$11,043,770	\$11,462,630	\$11,894,050
Classified Support/Tutors & Aids	1,682,760	1,780,620	1,881,420
Student Services Technicians	1,546,240	1,592,630	1,640,410
Supervisors and Administrators	282,300	290,770	299,490
Clerical - Technical, Office Staff	476,850	491,160	505,890
Other Classified Salaries	-	-	-
Total Classified Salaries	\$3,988,150	\$4,155,180	\$4,327,210
Total Salaries	\$18,971,240	\$19,709,960	\$20,470,810

Employee Benefits

	2026-27	2027-28	2028-29
OASDI/Medicare	1,149,940	1,194,760	1,240,920
Health and Welfare	1,962,520	2,038,640	2,117,040
State Unemployment	46,420	48,260	50,150
Workers' Compensation	128,260	133,240	138,360
Other Benefits	652,180	677,250	703,080
Total Benefits	\$3,939,320	\$4,092,150	\$4,249,550

The table above lists the total projected annual employer costs for all employee benefits, on a year-by-year basis. Within employee benefits, most benefits are statutory and are determined by either state or federal mandate and are based on current rate factors. These benefits differ by type of employee (i.e. certificated or classified) and by whether they are full-time, part-time and/or hourly employees. All employees are covered by workers' compensation insurance, general liability insurance and are eligible to participate in the 403B savings plan. Full-time employees (working 30 hours or more per week) are eligible for discretionary benefits which include health, dental, vision and life insurance. Full-time employees are eligible accrue paid time off which includes six sick days and ten vacation days. Mission Academy does not participate in STRS & PERS retirement systems.

Books and Supplies

Many of the core programming cost are based upon a per pupil allotment for instructional supplies, nutrition, online curricula, instructional materials, noncapitalized equipment and computerized software. These costs and additional enrichment/field trip opportunities for students may be supplemented by additional grant funding as it is secured.

Books and Supplies Summary

	2026-27	2027-28	2028-29
Textbooks and Core Curricula	3,330	3,360	3,390
Books and Other Materials	210	210	210
Materials and Supplies	2,271,700	2,92,050	2,312,400
Noncapitalized Equipment	576,310	631,470	687,070
Total Books & Supplies	\$2,851,550	\$2,927,090	\$3,003,070

Services and Other Operating Expenditures

Many of the operating cost projections are based upon historical averages such as communication costs, professional services, training and professional development, dues and memberships, and insurance. Amounts are budgeted using actual costs where available.

Included in the budget for contracted services are educational and administrative services, special education contracted services, community partnerships (MOUs) and outreach, consultants, professional development and other contracted services. Some contracted services are considered discretionary and will be implemented as the budget allows.

Services and Other Operating Expenditures Summary

	2026-27	2027-28	2028-29
Travel and Conferences	212,160	214,060	215,960
Dues and Memberships	33,740	34,040	34,340
Insurance	82,140	84,600	87,140
Professional/Consulting Services & Operating Expense	5,163,960	5,411,430	5,67,970
Communications	816,940	841,440	866,680
Total Services and Other Operating Expenditures	\$6,308,940	\$6,585,570	\$6,875,090

Facilities

Facilities, Repairs and Other Leases Expenditure Summary

	2026-27	2027-28	2028-29
Operations and Housekeeping	116,520	120,20	123,620
Rentals, Leases, and Repairs	429,610	442,490	455,770
Total Facilities, Repairs and Other Leases	\$546,130	\$562,510	\$579,390

Lease costs are budgeted based on current lease terms. Other facility costs included in the budget are repairs and maintenance, electricity, natural gas, water, waste disposal, security system, pest abatement, maintenance and janitorial. These costs are budgeted based on actual, historical costs.

Other Outgo and Transfers

Authorizer Oversight Fee

Oversight fees are 1% of apportionments received from the state for LCFF revenues.

	2026-27	2027-28	2028-29
LCFF State Aid	25,923,935	27,091,709	28,278,581
Education Protection Account	335,000	338,000	341,000
In Lieu of Property Taxes	832,274	839,727	847,180
Total LCFF Revenue	\$27,091,209	\$28,269,436	\$29,466,761
1% Oversight Fee	\$270,910	\$282,690	\$294,670

Interest Expense

Interest expense occurs if the need to obtain operating capital through obtaining loans or using our line of credit is identified in the school's cash flow projections.

Fund Balance

Statement of Fund Balance

	2026-27	2027-28	2028-29
Beginning Fund Balance	7,760,078	8,314,013	8,956,834
Increase/(Decrease) in Net Assets	553,935	642,821	709,701
Ending Fund Balance	\$8,314,013	\$8,956,834	\$9,666,535
Restricted Net Position	-	-	-
Net Investment in Capital Assets	-	-	-
Unrestricted Net Position	-	-	-
Ending Fund Balance	\$8,314,013	\$8,956,834	\$9,666,535
Fund Balance (% of Expenditures)	28.71%	29.79%	30.96%

Mission Academy
Renewal Budget Cash Flow

2026-2027

REVENUE														
BEGINNING CASH BALANCE	6,652,169.26													
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YE Accruals	TOTAL
Principal Apportionments - 8010-8019														
8011 - GP/Principal Apportionment		1,243,679.00	1,243,679.00	2,238,622.20	2,238,622.20	2,238,622.20	2,238,622.20	2,238,622.20	2,189,453.80	2,189,453.80	2,189,453.80	2,189,453.80	3,485,650.80	25,923,935.00
8012 - EPA				82,987.00			82,987.00			76,138.00			92,888.00	335,000.00
Subtotal	-	1,243,679.00	1,243,679.00	2,321,609.20	2,238,622.20	2,238,622.20	2,321,609.20	2,238,622.20	2,189,453.80	2,265,591.80	2,189,453.80	2,189,453.80	3,578,538.80	26,258,935.00
Property Tax - 8020-8079														
8096 - IN LIEU		69,356.17	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,810.33	832,274.00
Subtotal	-	69,356.17	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,810.33	832,274.00
Federal Revenue - 8100-8299														
8181 - Federal IDEA - SPED													100,630.00	100,630.00
8290 - Other Federal Revenue													-	-
Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	100,630.00	100,630.00
Other State Revenue - 8300-8599														
8311 - SPED State		76,143.05	76,143.05	137,057.49	137,057.49	137,057.49	137,057.49	137,057.49	124,489.00	124,489.00	124,489.00	124,489.00	201,333.45	1,536,863.00
8550 - Mandated Cost Reimbursement						90,250.00							-	90,250.00
8560 - State Lottery							108,205.00			108,205.00			216,410.00	432,820.00
8590 - Other State		12,576.90	12,576.90	22,638.42	22,638.42	22,638.42	22,638.42	22,638.42	20,958.00	20,958.00	20,958.00	20,958.00	33,755.10	255,933.00
Subtotal	-	88,719.95	88,719.95	159,695.91	159,695.91	249,945.91	267,900.91	159,695.91	145,447.00	253,652.00	145,447.00	145,447.00	451,498.55	2,315,866.00
Other Local Revenue - 8600-8799														
8660 - Interest													-	-
8699 - All Other Local Revenue													-	-
8781 - All Other Transfers from CS													-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE	-	1,401,755.12	1,401,709.70	2,550,615.86	2,467,628.86	2,557,878.86	2,658,820.86	2,467,628.86	2,404,211.55	2,588,554.55	2,404,211.55	2,404,211.55	4,200,477.68	29,507,705.00
EXPENSES														
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YE Accruals	TOTAL
Days	31	31	30	31	30	31	31	28	31	30	31	30		365
Expense														
Certificated Salaries	1,140,447.83	1,639,881.01	604,133.45	539,503.91	994,821.04	668,578.40	856,549.19	961,429.08	760,347.79	711,334.06	726,921.73	834,477.59	605,344.93	11,043,770.00
Classified Salaries	462,930.63	664,509.64	246,465.80	220,380.31	266,195.38	204,215.86	208,817.83	252,601.57	338,073.56	312,702.14	335,808.84	316,403.25	159,045.18	3,988,150.00
Benefits	538,563.03	446,728.50	329,420.10	323,231.73	212,202.83	210,139.25	214,886.89	354,184.61	351,259.76	352,897.36	266,683.11	198,878.63	140,244.22	3,939,320.00
Books and Supplies	163,563.54	99,658.11	38,401.27	350,364.74	524,700.93	148,903.26	211,990.00	172,448.20	321,552.99	166,531.44	271,889.74	270,312.91	111,232.89	2,851,550.00
Services & Operating Expense	1,740,702.68	226,397.94	255,377.38	1,081,466.89	1,261,370.69	357,960.50	509,619.77	185,082.24	315,693.04	232,781.39	283,900.48	277,562.91	127,154.09	6,855,070.00
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	275,910.00	275,910.00
TOTAL EXPENSES	4,046,207.72	3,077,175.20	1,473,798.00	2,514,947.58	3,259,290.86	1,589,797.26	2,001,863.67	1,925,745.70	2,086,927.15	1,776,246.39	1,885,203.89	1,897,635.29	1,418,931.30	28,953,770.00
Excess of Revenue Over Expense	(4,046,207.72)	(1,675,420.08)	(72,088.30)	35,668.28	(791,662.00)	968,081.60	656,957.19	541,883.16	317,284.40	812,308.16	519,007.66	506,576.26	2,781,546.39	553,935.00
OTHER INFLOWS														
Accts Receivable	3,722,548.64	-	-	100,630.00	-	-	-	-	-	-	-	-	3,823,178.64	
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
S/T LOAN FROM													-	-
Total Other Inflows	3,722,548.64	-	-	100,630.00	-	-	-	-	-	-	-	-	3,823,178.64	-
OTHER OUTFLOWS														
Accts Payable	540,830.31	108,829.59	429,503.43	67,592.50	67,592.50	67,592.50	67,592.50	-	-	-	-	-	1,349,533.33	1,349,533.33
S/T LOAN TO								-	-	-	-	-	-	-
Total Other Outflows	540,830.31	108,829.59	429,503.43	67,592.50	67,592.50	67,592.50	67,592.50	-	-	-	-	-	1,349,533.33	1,349,533.33
CASH BALANCE	5,787,679.87	4,003,430.20	3,501,838.47	3,570,544.24	2,711,289.74	3,611,778.84	4,201,143.53	4,743,026.69	5,060,311.10	5,872,619.26	6,391,626.92	6,898,203.18	12,153,394.88	

Mission Academy
Renewal Budget Cash Flow

2027-2028

REVENUE														
BEGINNING CASH BALANCE	6,898,203.18													
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YE Accruals	TOTAL
Principal Apportionments - 8010-8019														
8011 - GP/Principal Apportionment		1,296,196.75	1,296,196.75	2,333,154.15	2,333,154.15	2,333,154.15	2,333,154.15	2,333,154.15	2,295,791.95	2,295,791.95	2,295,791.95	2,295,791.95	3,650,376.95	27,091,709.00
8012 - EPA				83,750.00			83,750.00			76,800.00			93,700.00	338,000.00
Subtotal	-	1,296,196.75	1,296,196.75	2,416,904.15	2,333,154.15	2,333,154.15	2,416,904.15	2,333,154.15	2,295,791.95	2,372,591.95	2,295,791.95	2,295,791.95	3,744,076.95	27,429,709.00
Property Tax - 8020-8079														
8096 - IN LIEU		69,977.25	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	76,642.25	839,727.00
Subtotal	-	69,977.25	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	69,310.75	76,642.25	839,727.00
Federal Revenue - 8100-8299														
8181 - Federal IDEA - SPED													101,500.00	101,500.00
8290 - Other Federal Revenue													-	-
Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	101,500.00	101,500.00
Other State Revenue - 8300-8599														
8311 - SPED State		76,843.15	76,843.15	138,317.67	138,317.67	138,317.67	138,317.67	138,317.67	125,564.00	125,564.00	125,564.00	125,564.00	203,095.35	1,550,626.00
8550 - Mandated Cost Reimbursement						94,189.00							-	94,189.00
8560 - State Lottery							109,174.00			109,174.00			218,348.00	436,696.00
8590 - Other State		12,796.65	12,796.65	23,033.97	23,033.97	23,033.97	23,033.97	23,033.97	20,904.00	20,904.00	20,904.00	20,904.00	33,814.85	258,194.00
Subtotal	-	89,639.80	89,639.80	161,351.64	161,351.64	255,540.64	270,525.64	161,351.64	146,468.00	255,642.00	146,468.00	146,468.00	455,258.20	2,339,705.00
Other Local Revenue - 8600-8799														
8660 - Interest													-	-
8699 - All Other Local Revenue													-	-
8781 - All Other Transfers from CS													-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE	-	1,455,813.80	1,455,147.30	2,647,566.54	2,563,816.54	2,658,005.54	2,756,740.54	2,563,816.54	2,511,570.70	2,697,544.70	2,511,570.70	2,511,570.70	4,377,477.40	30,710,641.00
EXPENSES														
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YE Accruals	TOTAL
Days	31	31	30	31	30	31	31	28	31	30	31	30		365
Expense														
Certificated Salaries	1,183,701.90	1,702,077.22	627,046.58	559,965.82	1,032,551.88	693,935.75	889,035.76	997,893.45	789,185.70	738,313.02	754,491.88	866,127.04	628,304.00	11,462,630.00
Classified Salaries	482,318.90	692,340.35	256,788.18	229,610.19	277,344.06	212,768.74	217,563.45	263,180.93	352,232.61	325,798.60	349,873.04	329,654.72	165,706.24	4,155,180.00
Benefits	559,457.14	464,059.79	342,200.29	335,771.84	220,435.46	218,291.82	223,223.64	367,925.56	364,887.25	366,588.37	277,029.35	206,594.33	145,685.14	4,092,150.00
Books and Supplies	167,896.48	102,298.13	39,418.56	359,646.20	538,600.70	152,847.83	217,605.79	177,016.50	330,071.20	170,943.00	279,092.33	277,473.73	114,179.55	2,927,090.00
Services & Operating Expense	1,815,106.49	236,074.99	266,293.11	1,127,692.62	1,315,286.14	373,261.00	531,402.73	192,993.31	329,186.88	242,731.29	296,035.39	289,426.94	132,589.10	7,148,080.00
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	4,208,480.91	3,196,850.48	1,531,746.72	2,612,686.67	3,384,218.25	1,651,105.14	2,078,831.37	1,999,009.75	2,165,563.65	1,844,374.28	1,956,522.00	1,969,276.75	1,469,154.03	30,067,820.00
TOTAL EXPENSES	4,208,480.91	3,196,850.48	1,531,746.72	2,612,686.67	3,384,218.25	1,651,105.14	2,078,831.37	1,999,009.75	2,165,563.65	1,844,374.28	1,956,522.00	1,969,276.75	1,469,154.03	30,067,820.00
Excess of Revenue Over Expense	(4,208,480.91)	(1,741,036.68)	(76,599.42)	34,879.87	(820,401.71)	1,006,900.40	677,909.17	564,806.79	346,007.05	853,170.42	555,048.70	542,293.95	2,908,323.37	642,821.00
OTHER INFLOWS														
Accts Receivable	4,099,847.68	-	-	100,630.00	-	-	-	-	-	-	-	-	4,200,477.68	
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
S/T LOAN FROM														
Total Other Inflows	4,099,847.68	-	-	100,630.00	-	-	-	-	-	-	-	-	4,200,477.68	-
OTHER OUTFLOWS														
Accts Payable	709,078.26	119,193.49	314,749.55	68,977.50	68,977.50	68,977.50	68,977.50	-	-	-	-	-	1,418,931.30	1,418,931.30
S/T LOAN TO						-		-	-	-	-	-	-	-
Total Other Outflows	709,078.26	119,193.49	314,749.55	68,977.50	68,977.50	68,977.50	68,977.50	-	-	-	-	-	1,418,931.30	1,418,931.30
CASH BALANCE	6,080,491.70	4,220,261.53	3,828,912.56	3,895,444.93	3,006,065.72	3,943,988.63	4,552,920.30	5,117,727.08	5,463,734.13	6,316,904.55	6,871,953.25	7,414,247.20	13,104,116.96	

Mission Academy
Renewal Budget Cash Flow

2028-2029

REVENUE														
BEGINNING CASH BALANCE	7,414,247.20													
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YE Accruals	TOTAL
Principal Apportionments - 8010-8019														
8011 - GP/Principal Apportionment		1,354,585.45	1,354,585.45	2,438,253.81	2,438,253.81	2,438,253.81	2,438,253.81	2,438,253.81	2,392,842.41	2,392,842.41	2,392,842.41	2,392,842.41	3,806,771.41	28,278,581.00
8012 - EPA				84,500.00			84,500.00			77,475.00			94,525.00	341,000.00
Subtotal	-	1,354,585.45	1,354,585.45	2,522,753.81	2,438,253.81	2,438,253.81	2,522,753.81	2,438,253.81	2,392,842.41	2,470,317.41	2,392,842.41	2,392,842.41	3,901,296.41	28,619,581.00
Property Tax - 8020-8079														
8096 - IN LIEU		70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	847,180.00
Subtotal	-	70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	70,598.33	847,180.00
Federal Revenue - 8100-8299														
8181 - Federal IDEA - SPED													102,370.00	102,370.00
8290 - Other Federal Revenue													-	-
Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	102,370.00	102,370.00
Other State Revenue - 8300-8599														
8311 - SPED State		77,531.30	77,531.30	139,556.34	139,556.34	139,556.34	139,556.34	139,556.34	126,665.00	126,665.00	126,665.00	126,665.00	204,884.70	1,564,389.00
8550 - Mandated Cost Reimbursement						98,184.00							-	98,184.00
8560 - State Lottery							110,143.00			110,143.00			220,286.00	440,572.00
8590 - Other State		12,909.70	12,909.70	23,237.46	23,237.46	23,237.46	23,237.46	23,237.46	21,085.00	21,085.00	21,085.00	21,085.00	34,108.30	260,455.00
Subtotal	-	90,441.00	90,441.00	162,793.80	162,793.80	260,977.80	272,936.80	162,793.80	147,750.00	257,893.00	147,750.00	147,750.00	459,279.00	2,363,600.00
Other Local Revenue - 8600-8799														
8660 - Interest													-	-
8699 - All Other Local Revenue													-	-
8781 - All Other Transfers from CS												-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE	-	1,515,624.78	1,515,624.78	2,756,145.94	2,671,645.94	2,769,829.94	2,866,288.94	2,671,645.94	2,611,190.74	2,798,808.74	2,611,190.74	2,611,190.74	4,533,543.74	31,932,731.00
EXPENSES														
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YE Accruals	TOTAL
Days	31	31	30	31	30	31	31	28	31	30	31	30		365
Expense														
Certificated Salaries	1,228,252.99	1,766,138.45	650,646.78	581,041.30	1,071,414.13	720,053.47	922,496.47	1,035,451.26	818,888.35	766,100.97	782,888.76	898,725.54	651,951.54	11,894,050.00
Classified Salaries	502,287.54	721,004.16	267,419.55	239,116.36	288,826.48	221,577.65	226,570.86	274,076.97	366,815.51	339,287.10	364,358.25	343,302.86	172,566.70	4,327,210.00
Benefits	580,976.04	481,909.33	355,362.65	348,686.93	228,914.27	226,688.17	231,809.69	382,077.41	378,922.23	380,688.79	287,684.98	214,540.75	151,288.75	4,249,550.00
Books and Supplies	172,254.65	104,953.54	40,441.77	368,981.73	552,581.44	156,815.38	223,254.30	181,611.41	338,639.04	175,380.25	286,336.87	284,676.26	117,143.36	3,003,070.00
Services & Operating Expense	1,892,910.41	246,194.27	277,707.68	1,176,030.78	1,371,665.43	389,260.70	554,181.13	201,265.91	343,297.37	253,135.89	308,724.85	301,833.12	138,272.49	7,454,480.00
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Outgo	-	-	-	-	-	-	-	-	-	-	-	-	294,670.00	294,670.00
TOTAL EXPENSES	4,376,681.63	3,320,199.75	1,591,578.42	2,713,857.09	3,513,401.74	1,714,395.38	2,158,312.46	2,074,482.95	2,246,562.50	1,914,592.99	2,029,993.71	2,043,078.53	1,525,892.84	31,223,030.00
Excess of Revenue Over Expense	(4,376,681.63)	(1,804,574.97)	(75,953.64)	42,288.85	(841,755.80)	1,055,434.57	707,976.49	597,163.00	364,628.24	884,215.75	581,197.03	568,112.21	3,007,650.90	709,701.00
OTHER INFLOWS														
Accts Receivable	4,275,977.40	-	-	101,500.00	-	-	-	-	-	-	-	-	4,377,477.40	
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
S/T LOAN FROM													-	-
Total Other Inflows	4,275,977.40	-	-	101,500.00	-	-	-	-	-	-	-	-	4,377,477.40	-
OTHER OUTFLOWS														
Accts Payable	736,133.60	-	450,330.43	70,672.50	70,672.50	70,672.50	70,672.50	-	-	-	-	-	1,469,154.03	1,469,154.03
S/T LOAN TO								-	-	-	-	-	-	-
Total Other Outflows	736,133.60	-	450,330.43	70,672.50	70,672.50	70,672.50	70,672.50	-	-	-	-	-	1,469,154.03	1,469,154.03
CASH BALANCE	6,577,409.36	4,772,834.40	4,246,550.33	4,319,666.68	3,407,238.38	4,392,000.45	5,029,304.44	5,626,467.43	5,991,095.68	6,875,311.43	7,456,508.46	8,024,620.67	13,940,594.94	

Mission Academy (137786)						
	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
General Assumptions						
COLA & Augmentation	1.07%	2.30%	3.02%	3.42%	3.31%	3.24%
Base Grant Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Student Assumptions:						
Enrollment Count	694	694	700	706	712	-
Unduplicated Pupil Count (UPC)	556	556	561	566	571	-
Unduplicated Pupil Percentage (UPP)	79.76%	79.64%	80.12%	80.14%	80.17%	0.00%
Current Year LCFF Average Daily Attendance (ADA)	1,659.74	1,659.74	1,675.00	1,690.00	1,705.00	-
Funded LCFF ADA	1,659.74	1,659.74	1,675.00	1,690.00	1,705.00	-
LCFF ADA Funding Method	Current Year	Current Year	Current Year	Current Year	Current Year	Current Year
Current Year Necessary Small School (NSS) ADA	-	-	-	-	-	-
Funded NSS ADA	-	-	-	-	-	-
LCFF Entitlement Summary						
Base Grant	\$19,920,502	\$20,378,199	\$21,186,404	\$22,107,717	\$23,042,019	\$-
Grade Span Adjustment	480,775	491,425	511,298	532,918	556,403	-
Adjusted Base Grant	\$20,401,277	\$20,869,624	\$21,697,702	\$22,640,635	\$23,598,422	\$-
Supplemental Grant	3,254,411	3,324,114	3,476,840	3,628,841	3,783,772	-
Concentration Grant	1,802,146	1,843,519	1,916,667	1,999,960	2,084,567	-
Total Base, Supplemental and Concentration Grant	\$25,457,834	\$26,037,257	\$27,091,209	\$28,269,436	\$29,466,761	\$-
Allowance: Necessary Small School	-	-	-	-	-	-
Add-on: Targeted Instructional Improvement Block Grant	-	-	-	-	-	-
Add-on: Home-to-School Transportation	-	-	-	-	-	-
Add-on: Small School District Bus Replacement Program	-	-	-	-	-	-
Add-on: Economic Recovery Target	-	-	-	-	-	-
Add-on: Transitional Kindergarten	-	-	-	-	-	-
Total Allowance and Add-On Amounts	\$-	\$-	\$-	\$-	\$-	\$-
Total LCFF Entitlement Before Adjustments (excludes Additional State Aid)	\$25,457,834	\$26,037,257	\$27,091,209	\$28,269,436	\$29,466,761	\$-
Miscellaneous Adjustments	-	-	-	-	-	-
Total LCFF Entitlement (excludes Additional State Aid)	\$ 25,457,834	\$ 26,037,257	\$ 27,091,209	\$ 28,269,436	\$ 29,466,761	\$ -
LCFF Entitlement Per ADA (excludes Categorical MSA)	\$ 15,338	\$ 15,688	\$ 16,174	\$ 16,727	\$ 17,283	-
Additional State Aid	-	-	-	-	-	-
Total LCFF Entitlement with Additional State Aid	25,457,834	26,037,257	27,091,209	28,269,436	29,466,761	-
LCFF Sources Summary						
Funding Source Summary						
Local Revenue and In-Lieu of Property Taxes <i>(net for school districts)</i>	\$ 823,060	\$ 824,692	\$ 832,274	\$ 839,727	\$ 847,180	-
Education Protection Account Entitlement <i>(includes \$200/minimum per ADA)</i>	\$ 331,948	\$ 331,948	\$ 335,000	\$ 338,000	\$ 341,000	-
Net State Aid <i>(excludes Additional State Aid)</i>	\$ 24,302,826	\$ 24,880,617	\$ 25,923,935	\$ 27,091,709	\$ 28,278,581	-
Additional State Aid	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Funding Sources	\$ 25,457,834	\$ 26,037,257	\$ 27,091,209	\$ 28,269,436	\$ 29,466,761	\$ -

Mission Academy (137786)							
	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	
Funding Source by Resource-Object							
State Aid (Resource Code 0000, Object Code 8011)	\$ 24,302,826	\$ 24,880,617	\$ 25,923,935	\$ 27,091,709	\$ 28,278,581	\$ -	
EPA, Current Year (Resource 1400, Object Code 8012)	\$ 331,948	\$ 331,948	\$ 335,000	\$ 338,000	\$ 341,000	\$ -	
(P-2 plus Current Year Accrual)							
EPA, Prior Year Adjustment (Resource 1400, Object Code 8019)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
(P-A less Prior Year Accrual)							
Property Taxes (Object 8021 to 8089)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
% Change	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%
In-Lieu of Property Taxes (Object Code 8096)	823,060	824,692	832,274	839,727	847,180	-	
Entitlement and Source Reconciliation							
Basic Aid/Excess Tax District Status	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total LCFF Entitlement	\$ 25,457,834	\$ 26,037,257	\$ 27,091,209	\$ 28,269,436	\$ 29,466,761	\$ -	
Additional State Aid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Additional EPA Minimum Entitlement (excess to LCFF Entitlement)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Excess Taxes before Minimum State Aid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Funding Sources	\$ 25,457,834	\$ 26,037,257	\$ 27,091,209	\$ 28,269,436	\$ 29,466,761	\$ -	
LCAP Percentage to Increase or Improve Services Calculation							
Base Grant (Excludes add-ons for TIIG & Transportation)	\$ 20,401,277	\$ 20,869,624	\$ 21,697,702	\$ 22,640,635	\$ 23,598,422	\$ -	
Supplemental and Concentration Grant funding in the LCAP year	\$ 5,056,557	\$ 5,167,633	\$ 5,393,507	\$ 5,628,801	\$ 5,868,339	\$ -	
Projected Additional 15% Concentration Grant funding in the LCAP year	\$ 415,879	\$ 425,428	\$ 442,308	\$ 461,529	\$ 481,054	\$ -	
Percentage to Increase or Improve Services	24.79%	24.76%	24.86%	24.86%	24.87%	0.00%	

Mission Academy (137786)						
	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Necessary Small School Allowance by School						
District Current Year Necessary Small School (NSS) ADA	-	-	-	-	-	-
District Funded NSS ADA	-	-	-	-	-	-
District NSS Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NSS #1						
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
CY ADA (Actual)	-	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-	-
Funded NSS Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NSS #2						
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
CY ADA (Actual)	-	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-	-
Funded NSS Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NSS #3						
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
CY ADA (Actual)	-	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-	-
Funded NSS Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NSS #4						
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
CY ADA (Actual)	-	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-	-
Funded NSS Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NSS #5						
NSS Funding Basis (Greater of CY, PY, or 3PY Average)	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
CY ADA (Actual)	-	-	-	-	-	-
Funded ADA for NSS	-	-	-	-	-	-
Funded NSS Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Mission Academy (137786)											



EXHIBIT X

School Accountability Report Card (SARC)

SARC Information

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Upon enrollment, students are surveyed about their internet and home computer access. Chromebooks are requested and issued for students who need laptops, and WIFI hot spots are available for checkout for students who need

internet as well. Low-cost and no-cost internet options through local providers are provided to families. Coursework is accessible through cell phone devices. Free internet access and device check out is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

School Mission Statement School Year 2024-2025

Mission Academy's school mission is to ready all graduates for post-secondary success by providing a flexible, equitable, high-quality, and personalized virtual learning program. Our vision is to empower students with an enthusiasm for lifelong learning and the G.R.I.T. needed to succeed in all post-high school pursuits.

School Description and Profile School Year 2024-2025

Mission Academy is a free, 100% online public charter school serving students in grades 6-12. Our high school diploma program is fully accredited and NCAA-approved, and offers students:

- A safe, supportive online learning environment providing flexibility to meet students' individual learning goals.
- Fully-credentialed teachers; each dedicated to delivering high-quality instruction.
- A personalized learning approach that goes beyond academics, encouraging human connection, student agency, and personal growth.
- Guided mentorship and wrap-around support that empowers students to engage the resources within their community.
- High standards of academic achievement and ongoing post-secondary planning.

Mission Academy is home to a diverse student body with a range of post-secondary goals, from college to careers, and trades. Students choose Mission Academy for its accommodating learning opportunities, which enable them to reclaim credits, work autonomously, and successfully balance academics with extracurricular interests and responsibilities.

Mission Academy • Business Center Pkwy Ste. 101 Lancaster, CA 93535-4532 • (844) 788-3965

www.missionacademy.elev8schools.org • County-District-School (CDS) Code: 19-75309-0137786 • Grades: 6-12

Principal: Jenna Unis • principal@missionacademyhs.org | **Area Superintendent:** Lindsay Reese



School Enrollment

The charts display school enrollment broken down by grade or student group.

TABLE 4: STUDENT ENROLLMENT BY GRADE LEVEL SCHOOL YEAR 2023-2024	
Grade Level	Number of Students
Grade 6	6
Grade 7	20
Grade 8	38
Grade 9	156
Grade 10	149
Grade 11	145
Grade 12	43
Total Enrollment	557

Data provided by LEA

TABLE 5: STUDENT ENROLLMENT BY STUDENT GROUP SCHOOL YEAR 2023-2024	
Student Group	Percentage
Female	55%
Male	43%
Non-Binary	2%
American Indian or Alaska	1%
Asian	2%
Black or African American	7%
Filipino	1%
Hispanic or Latino	65%
Native Hawaiian or Pacific Islander	0%
Two or More Races	3%
White	18%
English Learner	10%
Foster Youth	2%
Homeless	5%
Socioeconomically Disadvantaged	78%
Students Receiving Migrant Ed	0%
Students with Disabilities	19%

Data provided by LEA

A. CONDITIONS OF LEARNING

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Teacher Assignment

The school recruits and employs qualified credentialed teachers who meet all credential requirements in accordance with State of California guidelines. This chart displays information about teacher credentials at the school.

Note: As an independent charter school, the school's program, resources, and administration are run independently from the sponsoring district, so there is no district data to report for comparison in this section.

TABLE 6: TEACHER PREPARATION AND PLACEMENT SCHOOL YEAR 2020–2021

Authorization/Assignment	School Number	School Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	31	100%	228,324	83.1%
Intern Credentialed Holders Properly Assigned	0	0%	4,121	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0	0%	11,265	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	18	58%	12,089	4.4%
Unknown	0	0%	2,747	1.0%
Total Teaching Positions	31	100%	274,759	100%

Data provided by CDE for State and LEA for School.

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

TABLE 7: TEACHER PREPARATION AND PLACEMENT SCHOOL YEAR 2021–2022

Authorization/Assignment	School Number	School Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	28	100%	234,405	84%
Intern Credentialed Holders Properly Assigned	0	0%	4,853	1.70%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0	0%	12,001	4.30%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	1	4%	11,953	4.30%
Unknown	0	0%	864	0.30%
Total Teaching Positions	28	100%	279,044	100%

Data provided by CDE for State and LEA for School.

Note: The data in this table is based on FTE status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

TABLE 8: TEACHER PREPARATION AND PLACEMENT SCHOOL YEAR 2022–2023

Authorization/Assignment	School Number	School Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	30	100%	231,142	83.20%
Intern Credentialed Holders Properly Assigned	0	0%	5,566	2.00%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	1	3%	14,983	5.40%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	30	100%	11,746	4.20%
Unknown	0	0%	854	0.30%
Total Teaching Positions	30	100%	277,698	100%

Data provided by CDE for State and LEA for School.

Note: The data in this table is based on FTE status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.



Teacher Misassignments & Vacancies

Misassignments refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc. Teacher vacancies reflect the number of positions to which a single designated certificated employee has not been assigned at the beginning of the year for an entire semester or year.

**TABLE 9: TEACHERS WITHOUT CREDENTIALS AND MISASSIGNMENTS
(CONSIDERED "INEFFECTIVE" UNDER ESSA)**

Authorizations/Assignments	2020-2021 Number	2021-2022 Number	2022-2023 Number
Permits and Waivers	0	0	0
Misassignments	0	0	1
Vacant Positions	0	0	6
Total Teachers Without Credentials and Misassignments	0	0	1

Data provided by LEA

**TABLE 10: CREDENTIALLED TEACHERS ASSIGNED OUT-OF-FIELD
(CONSIDERED "OUT-OF-FIELD" UNDER ESSA)**

Indicator	2020-2021 Number	2021-2022 Number	2022-2023 Number
Credentialed Teachers Authorized on a Permit or Waiver	0	0	0
Local Assignment Options	19	1	455
Total Out-of-Field Teachers	18	1	30

Data provided by LEA

TABLE 11: CLASS ASSIGNMENTS

Indicator	2020-2021 Percent	2021-2022 Percent	2022-2023 Number
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0%	0%	2%
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0%	0%	0%

Data provided by LEA

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

Textbooks & Instructional Materials School Year 2024-2025

Mission Academy is an online school and does not use textbooks in the traditional sense. The entire curriculum library and all resources are online, and each student can access lessons and written assignments 24 hours a day. Mission Academy utilized Apex Learning® as its online learning management system for curriculum access. Highly qualified teachers provide instruction and supplemental instructional materials.

Students are provided with laptops and hotspots to access the curriculum, complete work, and be successful in the program.

The table displays information collected in November 2024 about the quality, currency, and availability of the standards-aligned textbooks and other instructional materials used at the school.

TABLE 12: QUALITY, CURRENCY, AVAILABILITY OF TEXTBOOK AND OTHER INSTRUCTIONAL MATERIALS SCHOOL YEAR 2024-2025 / YEAR AND MONTH IN WHICH THE DATA WERE COLLECTED: NOVEMBER 2024			
Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percentage Students Lacking Own Assigned Copy
Reading/Language Arts	Middle School: StrongMind® Core English/ 2023 Middle School: Language Tree® ELL/ 2023 Middle School: Edmentum® ELL/ 2022 High School: StrongMind® Core English/ 2023 High School: Language Tree® ELL/ 2023 High School: Edge® ELL/ 2022 High School: Apex Learning® Core English (a-g)/ 2022	0 years 0 years 3 years 0 years 0 years 3 years 3 years	0%
Mathematics	Middle School: StrongMind® Core Mathematics/ 2023 High School: StrongMind® Core Mathematics/ 2023 High School: Accelerate® Core Mathematics/ 2023 High School: Apex Learning® Core Mathematics (a-g)/ 2022	0 years 0 years 0 years 3 years	0%
Science	Middle School: StrongMind® Core Life and Physical Sciences/ 2023 High School: StrongMind® Core Life and Physical Sciences/ 2023 High School: Accelerate® Core Life and Physical Science/ 2023 High School: Apex Learning® Life and Physical Sciences (a-g)/ 2022	0 years 0 years 0 years 3 years	0%
History-Social Science	Middle School: StrongMind® Core Social-Sciences/ 2023 High School: StrongMind® Core Social-Sciences/ 2023 High School: Apex Learning® Social-Sciences (a-g)/ 2022	0 years 0 years 3 years	0%
Foreign Language	Middle School: StrongMind® Core Spanish/2023 High School: StrongMind® Core Spanish, French, American Sign Language/ 2023 Apex Learning® Spanish (a-g)/ 2022	0 years 0 years 3 years	0%
Health	Middle School: StrongMind® Health Education/ 2023 High School: StrongMind® Health Education/ 2023 Apex Learning® Health Opportunities through Physical Education (HOPE PE I, II)/ 2022	0 years 0 years 3 years	0%
Visual and Performing Arts	Middle School: StrongMind® Visual and Performing Arts/ 2023 High School: StrongMind® Visual and Performing Arts/ 2023 High School: Apex Learning® Visual and Performing Arts (a-g)/ 2022	0 years 0 years 3 years	0%
Science Laboratory Equipment (grades 9-12)	StrongMind® Supplemental Laboratory Science Kits/ 2023 Apex Learning® Supplemental Laboratory Science Kits/ 2022	0 years 3 years	0%

Data provided by LEA

Note: Cells with N/A values do not require data.

School Facility Conditions and Planned Improvements School Year 2024-2025

Being an online program, Mission Academy does not have a physical school site. Students attend and meet with staff virtually.

TABLE 14: SCHOOL FACILITY GOOD REPAIR STATUS DATE OF LAST INSPECTION: OCTOBER 2024 OVERALL SUMMARY OF SCHOOL FACILITY CONDITIONS: EXEMPLARY DATA COLLECTED: OCTOBER 2024				
System Inspected	Rate Good	Rate Fair	Rate Poor	Deficiency & Remedial Actions Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	N/A	N/A	N/A	N/A
Interior: Interior Surfaces	N/A	N/A	N/A	N/A
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	N/A	N/A	N/A	N/A
Electrical: Electrical	N/A	N/A	N/A	N/A
Restrooms/Fountains: Restrooms, Sinks/Fountains	N/A	N/A	N/A	N/A
Safety: Fire Safety, Hazardous Materials	N/A	N/A	N/A	N/A
Structural: Structural Damage, Roofs	N/A	N/A	N/A	N/A
External: Playground/ School Grounds, Windows/Doors/ Gates/Fences	N/A	N/A	N/A	N/A

Data provided by LEA

Overall Facility Rate • Year and month of the most recent inspection: October 2024

TABLE 15: OVERALL RATING				
Exemplary	Good	Fair	Poor	Deficiency & Remedial Actions Taken or Planned
X				

Data provided by LEA

Overall Summary of School Facility Conditions: Exemplary

B. PUPIL OUTCOMES

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- Statewide assessments (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

- Smarter Balanced Summative Assessments and CAAs for ELA in grades three through eight and grade eleven.
 - Smarter Balanced Summative Assessments and CAAs for Mathematics in grades three through eight and grade eleven.
 - California Science Test (CAST) and CAAs for Science in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).
- College and Career Ready: The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Note: As an independent charter school, the school's program, resources, and administration are run independently from the sponsoring district, so there is no district data to report for comparison in this section

TABLE 16: CAASPP TEST RESULTS IN ELA AND MATHEMATICS FOR ALL STUDENTS GRADES THREE THROUGH EIGHT AND GRADE ELEVEN TAKING AND COMPLETING A STATE-ADMINISTERED ASSESSMENT

PERCENT OF STUDENTS MEETING OR EXCEEDING THE STATE STANDARD

Subject	School 2022-2023	School 2023-2024	State 2022-2023	State 2023-2024
English Language Arts/Literacy (Grades 3-8 and 11)	29.08%	23.55%	46.66%	47.04%
Mathematics (Grades 3-8 and 11)	15.54%	8.68%	34.62%	35.54%

Data provided by CDE for State and LEA for School.

Note: To protect student privacy, an asterisk (*) is used in the table when the cell size within a selected student population is ten or fewer.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

TABLE 17: CAASPP TEST RESULTS IN ELA BY STUDENT GROUP FOR STUDENTS TAKING AND COMPLETING A STATE-ADMINISTERED ASSESSMENT
GRADES THREE THROUGH EIGHT AND GRADE ELEVEN SCHOOL YEAR 2023-2024

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	245	240	98%	2%	24%
Female	135	131	97%	3%	27%
Male	106	105	99%	1%	18%
American Indian or Alaska Native	*	*	*	100%	*
Asian	*	*	100%	*	100%
Black or African American	24	23	96%	4%	26%
Filipino	*	*	100%	*	100%
Hispanic or Latino	167	165	99%	1%	16%
Native Hawaiian or Pacific Islander	*	*	*	100%	*
Two or More Races	12	12	100%	*	58%
White	40	38	95%	5%	39%
English Learners	30	28	93%	7%	4%
Foster Youth	*	*	100%	*	100%
Homeless	*	*	86%	14%	17%
Military	*	*	*	100%	*
Socioeconomically Disadvantaged	192	188	98%	2%	21%
Students Receiving Migrant Education Services	*	*	*	100%	*
Students with Disabilities	39	37	95%	5%	3%

Data provided by LEA

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: To protect student privacy, an asterisk (*) is used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**TABLE 18: CAASPP TEST RESULTS IN MATHEMATICS BY STUDENT GROUP FOR STUDENTS TAKING
AND COMPLETING A STATE-ADMINISTERED ASSESSMENT
GRADES THREE THROUGH EIGHT AND GRADE ELEVEN SCHOOL YEAR 2023-2024**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	245	240	98%	2%	9%
Female	135	131	97%	3%	8%
Male	106	105	99%	1%	9%
American Indian or Alaska Native	*	*	*	100%	*
Asian	*	*	100%	*	*
Black or African American	24	23	96%	4%	9%
Filipino	*	*	100%	*	*
Hispanic or Latino	167	165	99%	1%	6%
Native Hawaiian or Pacific Islander	*	*	*	100%	*
Two or More Races	12	12	100%	*	17%
White	40	38	95%	5%	18%
English Learners	30	28	93%	7%	4%
Foster Youth	*	*	100%	*	*
Homeless	*	*	86%	14%	*
Military	*	*	*	100%	*
Socioeconomically Disadvantaged	192	188	98%	2%	9%
Students Receiving Migrant Education Services	*	*	*	100%	*
Students with Disabilities	39	37	95%	5%	*

Data provided by LEA

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: To protect student privacy, an asterisk (*) is used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**TABLE 19: CAASPP TEST RESULTS IN SCIENCE FOR ALL STUDENTS
GRADES FIVE, EIGHT, AND HIGH SCHOOL
PERCENTAGE OF STUDENTS MEETING OR EXCEEDING THE STATE STANDARD**

Subject	School 2022-2023	School 2023-2024	State 2022-2023	State 2023-2024
Science (grades 5, 8 and high school)	13.73%	14.58%	30.18%	30.70%

Data provided by CDE for State and LEA for School.

Note: Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Note: To protect student privacy, an asterisk (*) is used in the table when the cell size within a selected student population is ten or fewer. Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

**TABLE 20: CAASPP TEST RESULTS IN SCIENCE BY STUDENT GROUP
GRADES FIVE, EIGHT, AND HIGH SCHOOL / SCHOOL YEAR 2023-2024**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	96	95	99%	1%	15%
Female	53	52	98%	2%	12%
Male	42	42	100%	*	17%
American Indian or Alaska Native	*	*	100%	*	100%
Asian	*	*	*	100%	*
Black or African American	*	*	100%	*	*
Filipino	*	*	*	100%	*
Hispanic or Latino	69	69	100%	*	12%
Native Hawaiian or Pacific Islander	*	*	*	100%	*
Two or More Races	*	*	100%	*	100%
White	14	13	93%	7%	23%
English Learners	*	*	100%	*	*
Foster Youth	*	*	100%	*	*
Homeless	*	*	100%	*	20%
Military	*	*	*	100%	*
Socioeconomically Disadvantaged	70	69	99%	1%	12%
Students Receiving Migrant Education Services	*	*	*	100%	*
Students with Disabilities	12	12	100%	*	8%

Data provided by LEA

Note: To protect student privacy, an asterisk (*) is used in the table when the cell size within a selected student population is ten or fewer.

Career Technical Education (CTE) Programs School Year 2023-2024

Mission Academy provides CTE pathway coursework in Child Development & Family Services. We also offer multiple opportunities to develop soft skills and engage in career preparation through workshops, 1:1 post-secondary planning, and elective class offerings. Another opportunity students have to engage in career technical education is our Jobs for American Graduates (JAG National) program, which guides students through online coursework across 10 key competency areas to enhance their readiness for the workforce. This includes mentorship and 12-month post-secondary follow up.

The school offers CTE courses that include Computer Applications (Apex), Health Education (Apex), and Business Applications (Apex)

This table displays information about participation in the school's Career Technical Education (CTE) programs.

TABLE 22: CAREER TECHNICAL EDUCATION (CTE) PARTICIPATION SCHOOL YEAR 2023-2024

Measure	CTE Program Participation
Number of Pupils Participating in CTE	172
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	0.0%
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	100.0%

Data provided by LEA

UC/CSU Course Completion

Admission Requirements for the University of California (UC)

Admission requirements for the UC follow guidelines set forth in the Master Plan, which requires that the top one-eighth of the state’s high school graduates, as well as those transfer students who have successfully completed specified college course work, be eligible for admission to the UC. These requirements are designed to ensure that all eligible students are adequately prepared for University-level work. For general admissions requirements, please visit the UC Admissions Information website at <https://admission.universityofcalifornia.edu/>.

Admission Requirements for the California State University (CSU)

Eligibility for admission to the CSU is determined by three factors: (1) Specific high school courses, (2) Grades in specified courses and test scores, and (3) Graduation from high school. Some campuses have higher standards for particular majors or students who live outside the local campus area. Because of the number of students who apply, a few campuses have higher standards (supplementary admission criteria) for all applicants. Most CSU campuses have local admission guarantee policies for students who graduate or transfer from high schools and colleges that are historically served by a CSU campus in that region. For admission, application, and fee information, see the CSU website at <https://www2.calstate.edu/>.

Students are encouraged to take University of California/ California State University (UC/CSU) preparatory courses if they plan to attend a four-year university. All students must pass each course with a grade no lower than a ‘C’.

Students are encouraged to take University of California/ California State University (UC/CSU) preparatory courses, whether or not they plan to attend a four-year university. Students planning to attend a UC/CSU must pass each course with a grade of ‘C’ or better.

TABLE 23: COURSE ENROLLMENT/COMPLETION OF UNIVERSITY OF CALIFORNIA (UC) AND/OR CALIFORNIA STATE UNIVERSITY (CSU) ADMISSION REQUIREMENTS	
UC/CSU Course Measure	Percent
2023-2024 Pupils Enrolled in Courses Required for UC/CSU Admission	59.61%
2022-2023 Graduates Who Completed All Courses Required for UC/CSU Admission	4.21%

Data provided by LEA

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

Physical Fitness

In the spring of each year, all California schools are required by the state to administer a physical fitness test to students in the fifth, seventh, and ninth grades. The physical fitness test is a standardized evaluation that measures each student’s ability to perform fitness tasks in five major areas. Students who meet or exceed the standards in all six fitness areas are considered physically fit or in the “Healthy Fitness Zone” (HFZ).

TABLE 24: CALIFORNIA PHYSICAL FITNESS TEST 2023-2024 PERCENTAGE OF STUDENTS PARTICIPATING IN EACH OF THE FITNESS COMPONENTS					
Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
7	30.6%	30.6%	30.6%	30.6%	30.6%
9	21.6%	21.6%	21.6%	21.6%	21.6%

Data provided by LEA

Note: The administration of the PFT requires only participation results for these five fitness areas.

Note: To protect student privacy, an asterisk (*) is used in the table when the cell size within a selected student population is ten or fewer.

C. ENGAGEMENT

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site

Opportunities for Parental Involvement
School Year 2024-2025

The active involvement of parents, caregivers, and guardians is crucial for the success of Mission Academy. Mission Academy understands that having positive adult role models supporting students significantly contributes to the future success and well-being of our youth. In our program, we ensure that minor students’ parents are consistently informed, involved, and engaged. Parents have access to students’ course progress through the LMS, receive group text messages, weekly school newsletters, and attend quarterly progress meetings with teachers. They can schedule meetings with school staff through a bookings app or by calling the school at any time. They are also invited to participate in our Parent Advisory group (PAC) that meets every six weeks, and English Learner Advisory Committee (ELAC) that convenes quarterly. Parents provide valuable input in planning, implementing, and evaluating various aspects of the school program. Parents and educational partners actively contribute to reviewing the Local Control and Accountability Plan through PAC and ELAC, school-wide surveys, and feedback opportunities throughout the year. A full-time Parent Liaison position works to continuously improve parent engagement and partnership in our program.



State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates;
- High school graduation rates; and
- Chronic Absenteeism.

Dropout & Graduation Rates

Mission Academy recognizes that many students who enroll are “at risk of dropping out,” as they have already attended multiple schools or have a “Dashboard Alternative School Status” qualifier. Mission Academy emphasizes orientation and onboarding for new students, as well as early monitoring and interventions. Upon enrollment, students participate in a school-wide orientation, with a 1:1 follow-up. In the follow-up, their teacher prepares a Personalized Learning Plan, gathering important information about a student’s academic and socio-emotional history and post-secondary plans. Students may enroll in a work readiness or computer literacy course to build the foundation for online success. Students meet with their teacher regularly to create and update this plan throughout the year to support academic planning, post-secondary goals, and post-secondary readiness.

Upon enrollment, students also participate in a diagnostic academic assessment in reading and mathematics. The assessments assist faculty and students/parents in understanding where the student is academically and plan for growth areas. More importantly, students receive interventions and skill-building needed to access grade-level material. Assessment results, student/parent interviews, and transcript history ensure students are enrolled in academically appropriate courses. Access to free tutoring and teacher office hours serve as interventions for students.

However, when educational staff do witness a decline in the academic progress and/or engagement of a particular student, more specific and targeted interventions take place in progressive steps:

- Home Contact: A missed virtual meeting or lack of adequate academic progress within one week results in a call home (and written notification) from the student’s teacher;
- Preventative Meeting (PM): More than one virtual meeting or one week plus of inadequate academic progress results in a PM with the Student Retention Specialist (SRS), who meets with the student/parent and attempts to identify the reason for lack of effort, setting a SMART goal for improvement;
- Attendance Intervention Meeting (AIM): A pattern of missed meetings and/or lack of academic progress after a PM results in a formal AIM meeting. In this meeting, the parent or adult student meet with the Student Retention Specialist and other partners in education (teacher, parent, mentor) to discuss the legality of school attendance for minors, the skills necessary and requirements to stay enrolled in the school’s online program, and the real-life problems adults face as high school dropouts. Goals are once again established, and accountability checks are documented for following up and supporting the student to improve and be successful.
- Student Retention Meeting (SRM): After a continued lack of engagement and inadequate academic progress following an AIM, a final Student Retention Meeting (SRM) is scheduled. SRMs typically invite partners in education (student, parent, teacher(s), mentor(s), SRS) and may also include the School Counselor, or School Administrator. When the student and parent meet with the SRM team, serious conversations take place about the appropriateness of online school and/or independent study for the student. School options, and the serious long-term consequences of dropping out of school are once again discussed. Students and parents are notified that failed improvement will result in a referral back to district and alternate school opportunities.

Note: The California Department of Education DataQuest system reports four-year cohort graduation and dropout numbers. The one-year graduation rate is reported through the California School Dashboard and internal student information systems data was used in the chart below, because it was the most recently available source. The school is a Dashboard Alternative School Status (DASS), because the student population served is typically behind

in credits. The tables display the most current data available. N/A is displayed when the school is new, or there is no data available to report, because the state did not report their data when this report was published.

Note: The California Department of Education DataQuest system reports the Four-Year Adjusted Cohort Rate (ACGR) for all regular high schools. However, the ACGR is not a match for our school, because we are an approved Dashboard Alternative School Status (DASS). We serve a student population who are typically behind in credits, and not likely to graduate on time in a regular school setting. As a DASS school, we report the one-year graduation rate, which is calculated internally or from the California School Dashboard. The tables display the most current data available. N/A means that data was not available at the time of publication. Note: To protect student privacy, an asterisk (*) is used in the table when the cell size within a selected student population is ten or fewer.

TABLE 26: DROPOUT RATE AND GRADUATION RATE						
Indicator	School Cohort 2021-2022	School Cohort 2022-2023	School Cohort 2023-2024	State Cohort 2021-2022	State Cohort 2022-2023	State Cohort 2023-2024
One-Year Cohort Drop Rate	6.4%	6.0%	12.7%	N/A	N/A	N/A
One-Year Cohort Grad Rate	97.0%	92.0%	96.0%	N/A	N/A	N/A
Four-Year Cohort Drop Rate	32.8%	36.6%	26.79%	7.8%	8.2%	8.9%
Four-Year Cohort Grad Rate	30.6%	23.6%	29.5%	87.0%	86.2%	86.4%

Data provided by CDE for State and LEA for School.

TABLE 27a: GRADUATION RATE BY STUDENT GROUP, ONE-YEAR DASS COHORT RATE SCHOOL YEAR 2023-2024			
Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students	171	165	96%
Female	102	97	95%
Male	68	67	99%
Non-Binary	*	*	100%
American Indian or Alaska Native	*	*	100%
Asian	*	*	100%
Black or African American	16	16	100%
Filipino	*	*	100%
Hispanic or Latino	106	101	95%
Native Hawaiian or Pacific Islander	*	*	100%
Two or More Races	*	*	100%
White	28	28	100%
English Learners	*	*	100%
Foster Youth	*	*	100%
Homeless	14	14	100%
Socioeconomically Disadvantaged	101	97	96%
Students Receiving Migrant Education Services	*	*	100%
Students with Disabilities	25	25	100%

Data provided by LEA

The one-year graduation rate reflects the CDE rate for DASS schools, and the data above is from PowerBI.

Note: To protect student privacy, an asterisk (*) is used in the table when the cell size within a selected student population is ten or fewer.



**TABLE 27b: GRADUATION RATE BY STUDENT GROUP, FOUR-YEAR COHORT RATE
SCHOOL YEAR 2023-2024**

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students	224	66	29.5%
Female	124	41	33.1%
Male	96	25	26.00%
Non-Binary	*	*	*
American Indian or Alaska Native	*	*	*
Asian	*	*	*
Black or African American	21	*	28.6%
Filipino	*	*	*
Hispanic or Latino	135	37	27.4%
Native Hawaiian or Pacific Islander	*	*	*
Two or More Races	*	*	*
White	51	18	35.3%
English Learners	27	*	14.8%
Foster Youth	12	*	33.3%
Homeless	26	*	19.2%
Socioeconomically Disadvantaged	191	56	29.3%
Students Receiving Migrant Education Services	*	*	*
Students with Disabilities	41	*	22.00%

Data provided by CDE

For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at <https://www.cde.ca.gov/ds/ad/acgrinfo.asp>.

Note: To protect student privacy, an asterisk (*) is used in the table when the cell size within a selected student population is ten or fewer.

Chronic Absenteeism

The current Chronic Absentee rate is not calculated in a manner applicable for non-classroom based DASS programs, as it does not reflect the nature of the students served. According to the CDE, students are determined to be chronically absent if they were eligible to be considered chronically absent at the selected level during the academic year; and, they were absent for 10% or more of the days they were expected to attend. Mission Academy follows all of the required CA State School Dashboard requirements.

TABLE 28: CHRONIC ABSENTEEISM BY STUDENT GROUP SCHOOL YEAR 2023-2024

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	1224	1093	686	62.80%
Female	656	599	370	62%
Male	544	476	305	64.10%
Non-Binary	24	18	11	61.10%
American Indian or Alaska	*	*	*	*
Asian	22	19	13	68.40%
Black or African American	115	100	67	67.00%
Filipino	*	*	*	*
Hispanic or Latino	771	705	439	62.30%
Native Hawaiian or Pacific Islander	*	*	*	*
Two or More Races	42	34	22	64.70%
White	226	193	129	66.80%
English Learner	130	127	95	74.80%
Foster Youth	*	26	17	65.40%
Homeless	54	54	38	70.40%
Socioeconomically Disadvantaged	882	810	508	62.70%
Students Receiving Migrant Ed	*	*	*	*
Students with Disabilities	208	190	134	70.50%

Data provided by CDE

Note: To protect student privacy, an asterisk (*) is used in the table when the cell size within a selected student population is ten or fewer.

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions & Expulsions

The table displays the suspension and expulsion rates at the school and throughout the state. Expulsions occur only when required by law or when all other alternatives are exhausted. Additionally, please note that the suspension and expulsion rate for the state was not available at time of publication.

TABLE 29: SUSPENSIONS AND EXPULSIONS						
DATA COLLECTED BETWEEN JULY THROUGH JUNE, EACH FULL SCHOOL YEAR RESPECTIVELY						
Rate	School 2021-2022	School 2022-2023	School 2023-2024	State 2021-2022	State 2022-2023	State 2023-2024
Suspensions	0.00%	0.00%	0.00%	3.2%	3.6%	3.3%
Expulsions	0.00%	0.00%	0.00%	0.1%	0.1%	0.1%

Data provided by CDE for State and LEA for School.

Note: To protect student privacy, an asterisk (*) is used in the table when the cell size within a selected student population is ten or fewer.

TABLE 30: SUSPENSIONS AND EXPULSIONS BY STUDENT GROUP		
SCHOOL YEAR 2023-2024		
Student Group	Suspensions Rate	Expulsions Rate
All Students	0%	0%
Female	0%	0%
Male	0%	0%
Non-Binary	0%	0%
American Indian or Alaska	0%	0%
Asian	0%	0%
Black or African American	0%	0%
Filipino	0%	0%
Hispanic or Latino	0%	0%
Native Hawaiian or Pacific Islander	0%	0%
Two or More Races	0%	0%
White	0%	0%
English Learner	0%	0%
Foster Youth	0%	0%
Homeless	0%	0%
Socioeconomically Disadvantaged	0%	0%
Students Receiving Migrant Ed	0%	0%
Students with Disabilities	0%	0%

Data provided by LEA

Note: To protect student privacy, an asterisk (*) is used in the table when the cell size within a selected student population is ten or fewer.

School Safety School Year 2024-2025

The safety of students and staff is always a concern for the school. The school staff monitors and promotes a safe, inclusive, and positive learning environment through communication with students during virtual meetings. Mission Academy's Safety Plan consists of the Injury and Illness Prevention Program, Emergency Procedures, and Section 4 of the Employee Handbook. Sponsoring School Districts ask for these safety programs as part of the charter's renewal process. MA reviews the School Safety Plans annually. The school safety plan was last updated and reviewed with school staff in December 2024.

D. OTHER SARC INFORMATION

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Class Size

Due to the nature of independent study, class size distribution data is unavailable for this school.

Counseling & Support Staff School Year 2023-2024

The school seeks to assist students in their social, emotional, and personal development as well as academics. The school provides special attention to students who experience achievement problems, difficulty coping with personal and family problems, trouble with decision making, or handling peer pressure.

The following is a list of support staff available to students at the school.

TABLE 38: RATIO OF PUPILS TO ACADEMIC COUNSELOR SCHOOL YEAR 2023-2024	
Title	Ratio
Pupils to Academic Counselor*	1:186

Data provided by LEA

*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

TABLE 39: STUDENT SUPPORT SERVICES STAFF SCHOOL YEAR 2023-2024	
Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	3.00
Library Media Teacher (Librarian)	0.00
Library Media Services Staff (Paraprofessional)	0.00
Psychologist	1.10
Social Worker	0.00
Nurse	1.00
Speech/Language/Hearing Specialist	1.00
Resource Specialist (non-teaching)	5.10
Other	9.60

Data provided by LEA

*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

**"Other" category is for all other student support services staff positions not listed.

School Expenditures Fiscal Year 2022-2023

The table provides a comparison of the school's per pupil funding from unrestricted sources with other schools throughout the state. Supplemental/Restricted expenditures come from money whose use is controlled by law or donor. Money designated for specific purposes by the district or governing board is not considered restricted. Basic/Unrestricted expenditures, except for general guidelines, are not controlled by law or donor. The California Department of Education issued guidance regarding how to calculate school-level per-pupil expenditures.

For detailed information on school expenditures for all districts in California, see the CDE Current Expense of Education & Per-pupil Spending Web page at <http://www.cde.ca.gov/ds/fd/ec/>.

For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits Web page at <http://www.cde.ca.gov/ds/fd/cs/>.

To look up expenditures and salaries for a specific school district, see the Ed-Data Web site at: <http://www.ed-data.org>.

School Site Teacher Salaries - Fiscal Year 2022-2023

The Average Teacher Salaries table illustrates the average teacher salary at the school and compares it to the average teacher salary throughout the state.

TABLE 40: EXPENDITURES PER PUPIL AND SCHOOL SITE TEACHER SALARIES FISCAL YEAR 2022-2023				
Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	13,882.94	2,738.36	11,144.58	77,253
State	N/A	N/A	18,586.09	95,160.00
Percent Difference School Site and State	N/A	N/A	-28.97%	-20.77%

Data provided by LEA

Note: Cells with N/A values do not require data.

Types of Services Funded Fiscal Year 2023-2024

Utilizing all of the funding sources provided to the school, we provide the following programs for students:

- Special Education programs for SELPA, students with special needs
- English Language Development – support for students in English Language acquisition – instructional and support methods
- Tutoring support – one-on-one, walk-in, in-person, and virtual tutoring support
- General operations –services, materials, technology, salaries, benefits, and support to the general education

School Site Teacher Salaries Fiscal Year 2022-2023

The Average Teacher Salaries table illustrates the average teacher salary at the school and compares it to the average teacher salary throughout the state.

TABLE 42: TEACHER AND ADMINISTRATIVE SALARIES FISCAL YEAR 2022-2023		
Category	LEA Amount	State Average for State In Same Category
Beginning Teacher Salary	79,500.00	56,629.00
Mid-Range Teacher Salary	90,100.00	92,603.00
Highest Teacher Salary	100,700.00	116,417.00
Average Principal Salary (High)	132,500.00	159,410.00
Superintendent Salary	184,375.00	213,044.00
Percent of Budget for Teacher Salaries	28.35%	27.62%
Percent of Budget for Administrative Salaries	7.33%	5.55%

Data provided by LEA

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at <https://www.cde.ca.gov/ds/fd/cs/>.

Advanced Placement (AP) Classes School Year 2023-2024

TABLE 43: ADVANCED PLACEMENT (AP) COURSES SCHOOL YEAR 2023-2024	
Subject	Number of AP Courses Offered*
Computer Science	0
English	0
Fine and Performing Arts	0
Foreign Language	0
Mathematics	0
Science	0
Social Science	0
Total AP Courses Offered*	0
Percent of Students in AP Courses: (Data Pulled from CALPADS)	0%

Data provided by LEA

*Where there are student course enrollments of at least one student.

Professional Development

The school's team members and administrators regularly participate in ongoing professional development with a focus on increasing meaningful student learning, self-agency, and social-emotional development. Dedicated time is set aside for staff professional development throughout the school year. These sessions focus on a wide variety of topics aimed at strengthening pedagogy, content knowledge, and trauma-resilient educational methods to meet the needs of the school's diverse learners. Special emphasis is placed on targeting the unique needs of English language learners, special education students, and under-performing sub-groups. With a focus on continued improvement, staff participate in regularly scheduled Professional Learning Communities in which they come together in teams to analyze student data to better inform and drive decisions that will improve student achievement. Newly hired team members participate in school-wide onboarding and on-the-job specialized training for the purpose of familiarizing them with the mission and vision of the school, and with the requirements for their specific scope of work. This includes a multi-part module series of synchronous and asynchronous learning activities facilitated by leads, mentors and administrators within the school. Preliminary-credentialed teachers are provided opportunity to clear their credential through an induction partnership with a local county office of education and experienced Mission Academy teacher mentors. In addition to ongoing professional development opportunities offered within the school, team members also participate in professional learning conferences such as CCSA, CSDC, APLUS, and attend other educational and wellness-focused opportunities for educators.

TABLE 44: PROFESSIONAL DEVELOPMENT			
Measure	2022-2023	2023-2024	2024-2025
Number of school days dedicated to Staff Development and Continuous Improvement	52	32	34

Data provided by LEA



EXHIBIT Y

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU Stephen B. Marvin Insurance Agency CA License #6012433 P O Box 4370 Lancaster CA 93539	CONTACT NAME: Adriana De Binion PHONE (A/C, No, Ext): (661) 942-1101 FAX (A/C, No): (661) 948-0233 E-MAIL ADDRESS: Adriana@marvinins.com																					
INSURED Alta Vista Public Charter, Inc. dba: Mission Academy 177 Holston Dr. Lancaster CA 93535	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Great American Assurance Co</td><td>26344</td></tr><tr><td>INSURER B:</td><td>Great American Alliance Ins Co</td><td>26832</td></tr><tr><td>INSURER C:</td><td>Republic Indemnity Co of America</td><td>22179</td></tr><tr><td>INSURER D:</td><td>Great American E & S Ins Co</td><td>37532</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great American Assurance Co	26344	INSURER B:	Great American Alliance Ins Co	26832	INSURER C:	Republic Indemnity Co of America	22179	INSURER D:	Great American E & S Ins Co	37532	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 24-25 GL PKG BA WC PRF**REVISION NUMBER:**

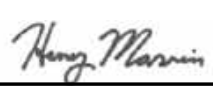
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		PAC8639632	10/16/2024	10/16/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PAC8639632	10/16/2024	10/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			UMB8639633	10/16/2024	10/16/2025	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	25380108	10/04/2024	10/04/2025	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Directors & Officers Liability incl. Educators Legal Liability			EPP4919927	10/16/2024	10/16/2025	Each policy Period / Agg. \$2,000,000 Deductible: Each Claim \$2,500/\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Acton-Agua Dulce Unified School District, Board of Trustees, Board members, officers, administrators, and employees(collectively hereinafter the "District and District Personnel") are included as Additional Insured with respects to the General Liability policy per form CG 91 15 (Ed. 05/18). The General Liability is Primary and Non Contributory per form CG 91 15 (Ed. 05/18). DISCLAIMER: THIS CERTIFICATE OF INSURANCE REPRESENTS COVERAGE CURRENTLY IN EFFECT AND MAY OR MAY NOT BE IN COMPLIANCE WITH ANY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

Acton-Agua Dulce Unified School District 32248 Crown Valley Road Acton CA 93510	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE EDUCATION GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this endorsement. This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Corporal Punishment	Included	2
Non-Owned Aircraft	Included	3
Non-Owned Watercraft	Included	3
Extended Liquor Liability	Included	3
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$20,000	4
Per Campus - General Aggregate	Included	4
Damage to Premises Rented to You	\$1,000,000	4
Supplementary Payments - Bail Bonds	\$3,000	5
Supplementary Payments - Loss of Earnings	\$1,000 per day	5
Newly Formed or Acquired Organizations	Included	5
Unintentional Failure to Disclose Hazards	Included	6
Knowledge of Occurrence, Claim or Suit	Included	6
Property Damage Liability - Elevators	Included	6
Property Damage Liability - Borrowed Equipment	Included	6
Liberalization Clause	Included	7
Amendment of Pollution Exclusion (Premises)	Included	7

Pollution Exception for Classroom Activities	\$100,000	7
Limited Contractual Liability Coverage for Personal and Advertising Injury	Included	8
Limited Property Damage to Property of Others	\$5,000	9
Additional Insured - Athletic Activity Participants	Included	9
Additional Insured - Manager or Lessor of Premises	Included	10
Additional Insured - Funding Sources	Included	11
Additional Insureds - By Contract	Included	11
Primary and Non-Contributory Additional Insured Extension	Included	13
Additional Insureds - Protection of Your Limits	Included	13
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	14
Property Damage Extension With Voluntary Payments	\$1,000/\$5,000	14
Limited Fungi or Bacteria Coverage	\$30,000	14
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	15
Who Is An Insured - Educators	Included	15
Broadened Personal and Advertising Injury	Included	16
Educational Broadcasting and Publication - Personal and Advertising Injury	Included	16

A. CORPORAL PUNISHMENT

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury And Property Damage Liability**, exclusion **a. Expected Or Intended Injury** is replaced by the following:

This insurance does not apply to:

- a.** "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from:

- (1)** The use of reasonable force to protect persons or property; or
- (2)** Corporal punishment to your student administered by or at the direction of any insured.

B. NON-OWNED AIRCRAFT

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

C. NON-OWNED WATERCRAFT

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury And Property Damage Liability**, Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2)** A watercraft you do not own that is:
- (a)** Less than 60 feet long; and
 - (b)** Not being used to carry persons or property for a charge

D. EXTENDED LIQUOR LIABILITY

Under **SECTION I - COVERAGE A - Bodily Injury And Property Damage Liability, 2. Exclusions**, the following is added to **c. Liquor Liability**:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving, or furnishing of alcoholic beverages at any specific function or activity which is held for 15 consecutive days or less for which you:

1. Are not required by state or local law/regulation to secure or maintain an alcoholic beverage permit or license; or
2. Are required by state or local law/regulation to secure or maintain only a alcoholic beverage permit or license that is valid for 15 days or less.

E. BODILY INJURY - MENTAL INJURY, MENTAL ANGUISH, HUMILIATION OR SHOCK

Under **SECTION V - DEFINITIONS**, Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

F. MEDICAL PAYMENTS

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$20,000; or
- b. The amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

G. PER CAMPUS - GENERAL AGGREGATE

Under paragraph 2. of **SECTION III - LIMITS OF INSURANCE** the following is added:

A separate General Aggregate Limit applies to each "campus".

The following definition is added to **SECTION V - DEFINITIONS**:

"Campus" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

H. DAMAGE TO PREMISES RENTED TO YOU

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

- (a) The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. Rupture, bursting, or operation of pressure relief devices;
- ii. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- iii. Explosion of steam boilers, steam pipes, steam engines, or steam turbines; or

iv. Flood

2. Paragraph **6.** Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of **\$1,000,000** or the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

3. As regards coverage provided by this provision **I. DAMAGE TO PREMISES RENTED TO YOU** - paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

I. SUPPLEMENTARY PAYMENTS

1. In the **SUPPLEMENTARY PAYMENTS - COVERAGES A and B** provision, paragraph **1.b.** is replaced with:

b. Up to **\$3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$1,000** a day because of time off work.

J. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph **3.** of **SECTION II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

- d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - Commercial General Liability Conditions**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

L. KNOWLEDGE OF OCCURRENCE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. You, if you are an individual;
- b. A partner, if you are a partnership
- c. An executive officer or insurance manager, if you are a corporation.
- d. School administrators

M. PROPERTY DAMAGE LIABILITY - ELEVATORS

- 1. Under paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators.
- 2. The following is added to **Section IV - Commercial General Liability Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any insurance, whether primary, excess, contingent or on any other basis.

N. PROPERTY DAMAGE LIABILITY - BORROWED EQUIPMENT

- 1. Under paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraph **(4)** of exclusion **j. Damage To Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations.
- 2. The following is added to **Section IV - Commercial General Liability Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any insurance, whether primary, excess, contingent or on any other basis.

O. LIBERALIZATION CLAUSE

If we revise this General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

P. AMENDMENT OF POLLUTION EXCLUSION (PREMISES)

1. The following is added to paragraph **(1)(a)** of Exclusion **f.** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This subparagraph (a) does not apply to "bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants" but only if the:

actual discharge, dispersal, seepage, migration, release or escape of pollutants satisfies each of the following conditions:

- (aa)** It commences on a clearly identifiable day during the policy period; and
- (bb)** It ends, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
- (cc)** It is discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
- (dd)** It is neither expected nor intended from the standpoint of any insured; and
- (ee)** It is unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
- (ff)** It does not originate at or from a storage tank or other container, duct or piping that:
 - a.** Is below the surface of the ground or water; or
 - b.** At any time has been buried under the surface of the ground or water and then is subsequently exposed.

2. For the purposes of this coverage, the following is added to the definition of "property damage" of **Section V - Definitions** and applies only as respects this coverage:

"Property damage" does not include land or water, whether below ground level or not.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged to have occurred.

Q. POLLUTION EXCEPTION FOR CLASSROOM ACTIVITIES

1. The following is added to paragraph **(1)(a)** of Exclusion **f.** **Pollution** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This subparagraph (a) does not apply to "bodily injury" or "property damage" that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

2. When the Total Pollution Exclusion endorsement, **CG 21 55** or **CG 21 65** is made a part of this Policy, paragraph **1** above does not apply and the following is added to provision **(1)** of Exclusion **f. Pollution** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** as amended by either endorsement **CG 21 55** or **CG 21 65**.

However, this exclusion does not apply to "bodily injury" or "property damage" that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

The most we will pay under this exclusion exception, **Pollution Exception for Classroom Activities**, is a sub-limit of \$100,000.

R. LIMITED CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE B - Personal and Advertising Injury Liability**, exclusion **e. Contractual Liability** is replaced by the following:

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1)** liability for damages that the Insured would have in the absence of the contract or agreement; or
- (2)** liability for "personal and advertising injury" if:
 - (a)** the liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 - (b)** the "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement; and
 - (c)** the "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment.

Solely for the purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed damages because of personal injury described in paragraph **e.(2)(c)** above, provided;

- (i)** liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii)** such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

For the purposes of this coverage, the last two paragraphs of **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** are deleted and replaced with the follow:

So long as the above conditions are met, attorneys fees incurred by us in the defense of the indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of **e.(2)** of this endorsement, such payments will not be deemed to be damages for "personal and advertising injury" as described in paragraph **e.(2)(c)** above and will not reduce the Limits of Insurance.

Our obligation to defend an Insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

1. we have used up the applicable Limit of Insurance in the payment of judgments or settlements; or
2. the conditions set forth above, or the terms of the agreement described in paragraph **2.f.** above, are no longer met.

S. LIMITED PROPERTY DAMAGE TO PROPERTY OF OTHERS

The following is added to paragraph (4) of Exclusion j. Damage To Property of Section I - Coverage A - Bodily Injury And Property Damage Liability:

4. However, this exclusion does not apply to personal property of others while in the temporary care, custody or control of an insured. For the purpose of this coverage extension, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:
 - a. Coverage is otherwise provided by the Property Coverage Part (if any) of this Policy; or
 - b. The loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

We will pay up to \$5,000 for loss under this coverage extension.

These payments will not reduce the Limits of Insurance.

T. ADDITIONAL INSURED - ATHLETIC ACTIVITY PARTICIPANTS

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person representing you while participating in amateur athletic activities that you sponsor.

The insurance provided by this provision does not apply to:

- (a) "Bodily injury" to:
 - (i) another participant, your "volunteer worker" or your "employee"; or
 - (ii) you, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
- (b) "Property damage" to property;
 - (i) owned, occupied or used by;

- (ii) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

any of your "employees", "volunteer workers", or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

U. ADDITIONAL INSURED - MANAGER OR LESSOR OF PREMISES

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract", and:

- (i) currently in effect or become effective during the term of this Policy; and
- (ii) executed prior to the "bodily injury", "property damage", "personal and advertising injury".

2. With respect to the insurance afforded to the additional insured identified in paragraph **1.** above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (b) The Limits of Insurance applicable to the additional insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the additional insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the additional insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

V. ADDITIONAL INSURED - FUNDING SOURCES

1. **Section II - Who Is An Insured** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the additional insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the additional insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the additional insured only applies to the extent permitted by law.
- c. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

W. ADDITIONAL INSUREDS - BY CONTRACT

1. **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the offense resulting in "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. The additional insureds financial control of you; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph **1.b.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage" occurs, or prior to when any offense resulting in "personal and advertising injury" is committed.

2. With respect to the insurance provided by this endorsement, the following are added to paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

X. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition **4. Other Insurance** of **Section IV - Commercial General Liability Conditions** is amended as follows:

As respects any additional insured, this insurance is excess unless:

- a. the additional insured is a named insured under such other insurance; or
- b. you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Y. ADDITIONAL INSURED - PROTECTION OF YOUR LIMITS

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us; as soon as practicable;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

Z. BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (SUBROGATION)

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

AA. PROPERTY DAMAGE EXTENSION WITH VOLUNTARY PAYMENTS

1. The following is added to paragraph **1. Insuring Agreement** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

At your request we will pay for "property damage" to property of others caused by your business operations. Such payment will be made without regard to your legal obligation to do so. The "property damage" must occur during the policy period and must take place in the "coverage territory".

2. With respect to the coverage afforded under paragraph **1.** above, paragraph **2. Exclusions** of **Section I - Coverages A - Bodily Injury And Property Damage Liability** is amended as follows:

Exclusions **j.(3), j.(4), j.(5)** and **j.(6)** are deleted.

3. With respect to the coverage afforded under paragraph **1.** above, **Section III - Limits of Insurance** is replaced by the following:

1. Subject to **2.** below, the most we will pay for any one incident is **\$1,000.**
2. The most we will pay for the sum of all "property damage" in the policy period is **\$5,000.** This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph **2.** of **Section III - Limits of Insurance.**

BB. LIMITED FUNGI OR BACTERIA COVERAGE

- i. The following are added to **SECTION III - LIMITS OF INSURANCE**:

- a. Subject to paragraphs **2.** and **3.** of **SECTION III - LIMITS OF INSURANCE**, as applicable, a Fungi and Bacteria Liability Aggregate Limit of \$30,000 is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage C for Medical Payments arising out of one or more "fungi or bacteria incidents".

- b. Paragraphs 5., the Each Occurrence Limit, paragraph 6., the Damage to Premises Rented to You Limit, and paragraph 7., the Medical Expense Limit, of **SECTION III - LIMITS OF INSURANCE** continue to apply to "bodily injury" or "property damage" arising out of a "fungi or bacteria incident" but only if, and to the extent that, limits are available under the Fungi and Bacteria Liability Aggregate Limit.

ii. The following definitions are added to the **Definitions** Section:

- a. "**Fungi**" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- b. "**Fungi or bacteria incident**" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage. A "fungi or bacteria incident" does not include the ingestion of "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

Any Fungi or Bacteria Exclusions that may apply to the Commercial General Liability Coverage Form do not apply to this Additional Coverage.

DD. WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

1. The following is added to paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraph (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury":

- a. arising out of "bodily injury" excluded by Section I - Coverage A, Exclusion 2.a.;
- b. arising out of "personal and advertising injury" excluded by Section I - Coverage B, Exclusion 2.a; and
- c. caused in whole or in part by their intoxication by liquor or controlled substances.

When an "employee" is an insured under this section, this coverage is excess over any other valid and collectable insurance available to them.

EE. WHO IS AN INSURED - EDUCATORS

i. The following is added to paragraph 2. Of **SECTION II - WHO IS AN INSURED**:

- a. school administrators, student teachers, substitute teachers and teaching assistants.
- b. your students participating in a supervised internship program in satisfaction of curriculum requirement, but only while performing services or activities within the scope of the internship program.
- c. parent-teacher organizations or associations are insured, but only if the organization or association is under the direct supervision of you governing board and only while performing services or activities authorized by you. A parent-teacher organization or association is not an insured if it is insured under any other insurance.

FF. BROADENED PERSONAL AND ADVERTISING INJURY

- 1.** Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:

- h.** mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**

GG. EDUCATIONAL BROADCASTING AND PUBLICATION - PERSONAL AND ADVERTISING INJURY

- i.** Under paragraph **2. Exclusions** of **SECTION 1 - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, provision **j.(1)** does not apply to your activities as an educational institution.



EXHIBIT Z

Fiscal Policies



Charter Schools Accounting Manual

**Adopted Based on the California Charter School Accounting and Best Practices
Manual, Fiscal Crisis and Management Assistance Team (FCMAT)**

Approved Revision Date: 06/06/2025

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Chapter 1 – Introduction

The Charter School's Accounting Manual ("Manual") is adopted based on the FCMAT California Charter School Accounting and Best Practices Manual, 2017 ("CSAM"). Each chapter of this manual covers one or more critical aspects of charter school financial management and related areas. Because current laws do not cover every aspect of charter school operation, this manual goes beyond the law and official regulations to include information based on best practices and sound internal controls essential to the success of the charter school.

The Charter School recognizes it is a best practice to have the following:

- Comprehensive governing board policies and administrative regulations regarding accounting, operations, and human resources operating procedures across the People Services Division that provide guidance for school governance and operations beyond what is in the law, including policies, procedures, best practices, and internal controls.
- A detailed, comprehensive, and user-friendly charter school accounting policies and procedures manual; employee manual; human resources policies and procedures manual; facilities and operations manual.
- Ongoing training for staff members who work in finance and accounting.

The policy of the Charter School's governing board is to adopt the Charter School's Accounting Manual, which shall be updated on an ongoing basis based on the most recent Fiscal Crisis and Management Assistance Team (FCMAT) *California Charter School Accounting and Best Practices Manual* and replace any existing accounting policies and procedures of the Charter School.

The Need to Focus on Finance

The Charter School recognizes the following:

- When charter schools fail it is often because of one or more of the following: lack of knowledge about school finance and business; lack of appropriate accounting practices; lack of financial management; uncontrolled spending.
- Sound financial management, including understanding, establishing, implementing, and monitoring proper internal controls and accounting policies and procedures, is essential to our ability to achieve our mission.
- Staff should ensure that they follow established accounting procedures and internal controls, and administrators should ensure that staff have sufficient guidance and training to do so.
- Appropriate communication, standardization, training, and oversight are critical to ensure that the correct processes and procedures are followed.
- The service provider and oversight staff will attend annually FCMAT training as appropriate.
- Local communities and members of the public are typically sensitive to charter school issues and often pay special attention to this area. The media are also often quick to report on these issues.

Chapter 2 – Charter Schools Overview

The legislative intent of the Charter Schools Act of 1992 is to “provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure...” The intent is for charter schools to provide expanded choice and learning opportunities for all pupils that encourage different and innovative teaching methods. Expanded choices that engage students and that are performance-based create new professional opportunities for teachers and options for parents and pupils.

A charter school is a public school that may provide instruction in any combination of grades (transitional kindergarten through grade 12). Parents, teachers, or community members may initiate a charter petition, which is typically presented to and approved by a local school district’s governing board. The law also grants chartering authority to county boards of education and the state board of education under certain circumstances, such as on appeal following a school district governing board’s denial of a charter petition, or the direct approval of countywide or statewide charter schools.

The Charter School is:

- Independent, non-classroom-based charter schools
- Funded based on average daily attendance.
- Freed from most state regulations that apply to school districts and county offices of education.
- Able to hire their own teachers and other staff.
- Subject to closure if they fail to meet their promises for student outcomes or violate generally accepted accounting principles.

The California Education Code (EC) discusses charter schools in Part 26.8, sections 47600-47664, which provide general provisions for charter schools, establishment of charter schools, operations, funding determinations, reporting requirements, facilities, notice/evaluation of effectiveness, special education, and computations that affect the authorizing local education agency’s enrollment exclusions and in-lieu property taxes.

Charter schools have grown significantly over the last decade. In 2016-17, there were more than 1,200 in California serving more than 570,000 students, or approximately 9% of public-school students.

Many school districts consider charter schools valuable partners that offer pupils more choices of educational programs to meet their diverse educational needs and priorities.

Charter schools are governed by EC section 476125 and California Code of Regulations (CCR) Title 5.

Non-classroom-Based Charter Schools

Education Code section 47612.5(e)(2) and 5 CCR 11963.1-11963.7 define nonclassroom-based instruction and prohibit a charter school from receiving any funding for nonclassroom-based instruction unless the State Board of Education (SBE) determines that it is eligible for funding.

Nonclassroom-based charter schools differ from traditional charter schools in that they deliver instruction outside of the classroom. Nonclassroom-based instruction included home schooling and various forms of independent study, including computer-based instruction using software modules and teacher-directed distance learning.

Nonclassroom-based charter schools are considered independent study (IS) charter schools; however, the definition of IS as it related to charter school funding is different than it is for non-charter TK-12 schools.

Independent study charter school teachers should continue to maintain samples of student work that are signed, dated and turned in at the end of the learning period, but funding is not lost if the student fails to complete the entire assignment. The school will receive funding for each day the student logs in to the system; however there should be enough work to validate attendance.

Independent and Dependent Charter Schools

Although the terms *independent* and *dependent* are not defined in the Charter Schools Act, they are often used to describe the relationship between an authorizing district and a charter school.

Typically, when a charter school is described as dependent, it has been created by a district's governing board and is treated as another one of the district's schools. Often this type of charter school is also, what the Charter Schools Act describes as a conversion charter school. This means that it has been converted from an existing public school and required the signatures of at least 50% of the permanent teachers employed at the public school to be converted (E.C. 47605(a)(2)).

In contrast, charter schools described as independent have usually been formed by parents, teachers, community members, or charter management organizations. This type of school is also often, what the Charter Schools Act describes as a startup school. This means it has been established with the signatures of the parents or guardians of at least half the number of students that the charter school estimates will enroll in the school, or at least half the number of teachers that the charter school estimates it will hire (E.C. 47605(a) (1)(A)(B)).

Regardless of the type of charter school or the terms used, the Education Code states that they will "operate independently from the existing school district structure" (E.C. 47601). Authorizers must ensure that their relationship with a charter school is balanced with their role as the charter school's oversight agency and with the statutory directive that a charter school operate independently from the public-school system.

Charter School Funding

Charter schools are tuition-free, nonsectarian public schools open to any student who wishes to attend, subject to capacity and to geographic restrictions outlined in education code. They are schools of choice, which means that parents select the school they want their student to attend and, just as in a traditional TK-12 public school, the education is free.

The Local Control Funding Formula

Funding for charter schools and traditional K-12 school districts is calculated using the Local Control Funding Formula (LCFF). The LCFF creates funding targets based on student characteristics and provides more flexibility to use these funds to improve student outcomes.

The CDE is responsible for calculating and certifying LCFF apportionments for all local educational agencies (LEAs). The initial apportionment that occurs in July is the advance apportionment and is only for the current fiscal year. This certification is based on second principal apportionment (P-2) data from the prior year with statewide adjustments, not on updated LEA data. Certifications based on updated LEA data occur twice a year, in February and June. These two certifications contain three fiscal years: the current year, prior year and second prior year. It takes three fiscal years to finalize the certifications. For example, fiscal year 2016-17 data was initially certified in the July 2016 advance but will not be finalized until the June 2019 annual apportionment Recertification 3. The certification schedule is as follows:

Fiscal Year	July Certification	February Certification	June Certification
1	Advance	First Principal Apportionment (P-1)	Second Principal Apportionment (P-2)
2	--	Annual Apportionment (Annual)	Recertification 1 (Annual R1)
3	--	Recertification 2 (Annual R2)	Recertification 3 (Annual R3)

In each period, the certified values are updated, replacing the prior values, and funding is disbursed using the method discussed in the State Aid section below. For more information, visit the CDE web page: [http:// www. cde.ca.gov/fg/aa/pa/](http://www.cde.ca.gov/fg/aa/pa/).

The CDE has developed an LCFF website with up-to-date information and frequently asked questions (FAQs). This manual provides helpful links to specific items on the CDE website. For further general information, visit [http:// www.cde.ca.gov/fg/aa/lc/](http://www.cde.ca.gov/fg/aa/lc/). In addition, the CDE provides an LCFF funding snapshot by LEA at <http://ias.cde.ca.gov/lcffsnapshot/lcff.aspx>. It may be useful to retrieve a familiar charter school's funding snapshot for reference while reading the LCFF section at [http:// www.cde.ca.gov/fg/aa/lc/](http://www.cde.ca.gov/fg/aa/lc/).

At the time of this publication, the LCFF is not fully implemented and all LEAs, including charter schools, receive funding based on a transition funding formula. During transition, each charter school's annual funding and progress are unique. Full implementation is estimated by fiscal year 2020-21.

Funding Calculation

The LCFF calculation is integral to budget development. It is the largest source of unrestricted revenue (revenue that can be used for any educational purpose).

The LCFF has multiple components, including target, economic recovery target and minimum state aid guarantee. During transition, the LCFF also has floor, remaining need, and gap funding components. Following is a description of each component. For more calculation, details visit the CDE's Principal Apportionment website at <http://www.cde.ca.gov/fg/aa/pa>. Each section below contains reference to the applicable Principal Apportionment exhibits.

Target [EC 42238.02] The target is the core component of LCFF. It represents the full value of LCFF funding and is recalculated annually based on current average daily attendance (ADA), unduplicated pupil percentage (UPP), and funding rates. At full implementation, school districts and charter schools will be funded at target.

The target is composed of grade span-specific calculations: base grant with adjustments for grades K-3 class size and for grades 9-12; supplemental grant; and concentration grant. In addition, although not applicable to charter schools, school district target calculations may include an add-on based on 2012-13 funding rates for home-to-school transportation, targeted instructional improvement block grant, and small school district bus replacement. The base grant rate is changed each year by the cost-of-living adjustment (COLA) defined in the state budget. The grade span adjustments for grades K-3 and 9-12 are funded as a percentage of the base rate. The grades K-3 adjustment is funded at the K-3 base rate multiplied by 10.4%, and the grades 9-12 adjustment is funded at the 9-12 base rate multiplied by 2.6%. Together, the base grant rate and the grade span adjustments are called the adjusted base grant.

Adjusted Base Grant Rate — Sample

Base Grant by grade span per ADA	\$7,083	<i>2016-17 K-3 rate</i>
x Adjustment, 10.4% for K-3 or 2.6% for 9-12 x <u>110.40%</u>		<i>K-3 adjustment, 10.4%</i>
Adjusted Base Grant per ADA	\$7,820	

Supplemental and concentration grant funding is based on the percentage of students who are English learners, foster youth, or low-income. This subset of the total student population is called the unduplicated pupil count (UPC) if expressed as a number, or unduplicated pupil percentage (UPP) if expressed as a percentage of total student population. Unduplicated means each student is counted only one time even though he or she may qualify under more than one

category (e.g., be both an English learner and a foster youth).

To determine the rate of supplemental and concentration grant funding, statewide rates per ADA are adjusted by the LEA's UPP over three years to determine a local funding rate per ADA.

Unduplicated Pupil Percentage — Sample

2nd Prior Year + Prior Year + Current Year UPC $92 + 125 + 136 = 353 = 65.74\%$ UPP

2nd Prior Year + Prior Year + Current Year Enrollment $152 + 181 + 204 = 537$

The supplemental grant provides additional funding to support English learners, foster youth and low-income students. Statewide, it is funded at 20% of the adjusted base grant. This statewide rate per ADA is then adjusted by the UPP to determine the local funding rate.

Supplemental Grant Rate — Sample

Adjusted Base Grant by grade span per ADA \$7,820 2016-17

Adjusted Base Grant, K-3 x 20% Supplemental grant factor x 20.00% Statewide

Supplemental Grant per ADA \$1,564 Statewide

Supplemental Grant K-3 x Unduplicated Pupil Percentage (UPP) 65.74% LEA

UPP

Local Supplemental Grant per ADA \$1,028.17

Local Supplemental Grant, K-3

Like the supplemental grant, the concentration grant provides additional funding to support English learner, foster youth and low-income students. However, concentration grant funding is provided only when the UPP exceeds 55% of the total student population. It is provided in addition to the supplemental grant funding. In other words, if a charter school has a UPP of 55%, it will receive supplemental grant funding but no concentration grant funding; if it has a UPP of 65%, it will receive supplemental grant funding, and it will receive concentration grant funding, which will be funded at 10% (65% less 55%).

Statewide, the concentration grant is funded at 50% of the adjusted base grant per ADA. The statewide rate is then adjusted by the UPP greater than 55% to determine the local funding rate.

Concentration Grant Rate — Sample

Adjusted Base Grant by grade span per ADA \$7,820 2016-17

Adjusted Base Grant, K-3 x 50% Concentration grant factor x 50.00%

Statewide Concentration Grant per ADA \$3,910

Statewide Concentration Grant, K-3

x Unduplicated Pupil Percentage (UPP)	
greater than 55% per ADA	x 10.74%
LEA UPP of 65.74% less 55%	
Local Concentration Grant per ADA	\$419.93 Local
Concentration Grant, K-3	

The UPP applied to a charter school's concentration grant calculation is limited to no more than that of the highest UPP of a district in which the charter is physically located (also called the school district of physical location) [EC 42238.02(f)(2)]. Because of the 55% minimum UPP threshold, if the highest yielding school district of physical location has a UPP of 55% or lower, the charter school will receive no concentration grant funding. Alternatively, if the school district's UPP is more than 55% but less than the charter school's UPP, the charter school will receive less concentration grant funding than it would be entitled to where it permitted to use its own UPP.

The following example calculations show the various possible effects of the limit to UPP concentration grant funding. These examples assume the concentration grant is based on the 2016-17 K-3 statewide concentration grant rate of \$3,910 as calculated above.

Concentration Grant limitation by School District of Physical Location

	<i>Example 1</i>	<i>Example 2</i>	<i>Example 3</i>
Charter School UPP	65.74%	65.74%	65.74%
School District UPP	<u>83.12%</u>	<u>59.53%</u>	<u>52.83%</u>
Charter School UPP for Concentration Grant	65.74%	59.53%	52.83%
Less: minimum threshold for funding	- 55%	- 55%	- 55%
UPP Greater than 55%	<u>10.74%</u>	<u>4.53%</u>	<u>0%</u>
Statewide Concentration Grant rate per K-3	x \$3,910	x \$3,910	x 3,910
Local Concentration Grant per K-3 ADA	\$419.93/ADA	\$177.12/ADA	\$0/ADA

In Example 1 in the calculation above, the charter school's main office is located away from the school campus, in a TK-12 unified school district with a UPP of 83.12%, which is greater than the charter school's UPP of 65.74%. Because the school district's UPP is greater than the charter school's UPP, the charter school's local concentration grant funding rate is not reduced, and it is entitled to receive the full concentration grant funding rate of \$419.93 per K-3 ADA based on its own UPP.

In Example 2 in the calculations above, the elementary school district only educates students in grades K-8, but one of the school districts of physical location is a high school district that serves students in grades 9-12 and that has the highest UPP, at 59.53%. Because the school district's UPP is lower than the charter school's UPP but greater than 55%, the charter school qualifies for a reduced rate of \$177.12 in concentration grant funding per ADA and \$1,028.17 per K-3 ADA in supplemental grant funding.

In Example 3 in the calculations above, a traditional classroom-based charter school serves students in

grades K-3 on the premises of an elementary school facility owned by the authorizing school district. The charter school's UPP is 65.74% and the authorizing school district's UPP is 52.83%. For purposes of this example, it is assumed the charter school has no other school districts of physical location, so it receives \$0 per K-3 ADA in concentration grant funding and \$1,028.17 per K-3 ADA in supplemental grant funding.

The Local Control Funding Formula (LCFF) legislation does not define physical location, but the CDE occasionally updates the definition. For further information see the CDE's web page: <http://www.cde.ca.gov/fg/sf/pa/padc1314faq.asp#csphysloc>.

For more details on the target component, view the following exhibits on the principal apportionment section of the CDE's website (<http://www.cde.ca.gov/fg/aa/pa/>):

- Charter School Unduplicated Pupil Percentage
- Charter School LCFF Target Entitlement

Floor [E.C. 42238.03(a)]

The floor is the core component of the transitional formula. It is recalculated and adjusted annually.

The floor is based on 2012-13 funding rates, historical LCFF transitional progress, and current year ADA. In the floor component, ADA is funded at the same rate for all grade spans. In addition, the rate does not receive any adjustments for COLA included in the state budget because it represents the historical starting point of the funding transition.

For charter schools, the floor calculation is based on three ADA-based rates and one LEA-based amount. The base floor rate is based on the 2012-13 general purpose funding and is funded at the same rate per ADA in each year of the transition. The categorical program entitlement rate is based on the 2012-13 categorical block grant, in-lieu of economic impact aid, and new charter supplemental categorical block grants. It is also funded at the same rate per ADA in each year of the transition.

In contrast to per ADA funding, all other 2012-13 categorical program entitlements are funded at a flat rate per LEA in each year of the LCFF transition. For example, if a charter school received \$2,855 in funding for the Arts and Music Block Grant in 2012-13, it would continue to receive \$2,855 in the floor component in each year of the transition, regardless of the level of ADA. It should be noted, however, that many charter schools did not receive the Arts and Music Block Grant or any other per-LEA categorical funding in 2012-13. These charter schools would receive \$0 funding in other categorical programs.

For each year of the LCFF transition, the floor's prior year cumulative gap rate is recalculated based on the cumulative progress toward target funding. The rate is determined by calculating a gap rate per ADA for the prior year and adding it to the existing cumulative gap funding rate per ADA. For more information on gap funding, see the Remaining Need and Gap Funding [EC 42238.03(b)] section of this manual.

Prior Year's Cumulative Gap Rate Component of the Floor

Gap Funding, Prior Year

/ ADA, Prior Year

= Gap funding per ADA, Prior Year

+ Prior Year's Cumulative Gap Rate per ADA, Prior Year

= Prior Year's Cumulative Gap Rate per ADA, Current Year

Floor — Example

2012-13 Adjusted General Purpose Funding	\$5,109.00	Base Floor rate
+ 2012-13 Categorical Program Funding	\$666.52	Categorical Block Grant rate
+ Prior Year Cumulative Gap Rate per ADA	<u>\$2,199.45</u>	
	\$7,974.97	per current ADA
+ 2012-13 Other Categorical Program Funding	\$0	per LEA funding

Following is an example of the complete floor calculation including all the components discussed above.

For charter schools that did not operate in 2012-13, the floor is based on the prior year's floor rate per ADA of the determinative school district. The determinative school district is the school district of physical location (as defined in the Target section above) that yields the highest floor rate per ADA. The determinative school district used for a newly operational charter school's floor calculation need not be the same as the school district used for the unduplicated pupil percentage in the calculation of concentration grant funding.

For more details on the floor component, view the following exhibits in the principal apportionment section of the CDE's website (<http://www.cde.ca.gov/fg/aa/pa/>). Additional information can be found in the CDE's frequently asked questions, which can be found at: <http://www.cde.ca.gov/fg/aa/lc/lcffaqa.asp>:

- 2012-13 Categorical Program Entitlements Subsumed into LCFF
- Prior Year Gap Rate per ADA Calculation
- Charter School LCFF Transition Calculation

Remaining Need and Gap Funding [EC 42238.03(b)]

During LCFF transition, the floor is subtracted from the target to determine the remaining funding needed to reach full implementation.

If there is a remaining need, the statewide gap funding rate is used to calculate the charter school's progressive funding to close the gap between the funding received so far and the target. This is known as the current year gap funding.

Remaining Need and Gap Funding	Example 1	Example 2	Example 3
Target	\$1,000,000	\$1,000,000	\$1,000,000
-Floor	<u>- \$800,000</u>	<u>- \$990,000</u>	<u>-\$1,100,000</u>
Remaining Need	\$200,000	\$10,000	NA
Statewide Gap Funding Rate %	<u>54.47%</u>	<u>*54.47%</u>	<u>*54.47%</u>
Gap Funding	\$108,940	\$5,447	\$0

EXHIBIT 2

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Because the gap funding rate is expressed as a percentage of the remaining need, it does not by itself provide a way to quickly identify whether a significant amount of transitional funding will be received in a fiscal year. In Example 1 and Example 2 above, the target and statewide gap funding rates are held constant, but the gap funding to be received varies significantly. To reasonably estimate new transitional funding, the gap funding rate must be used in conjunction with the remaining need. To view historical and projected gap rates, visit the CDE's LCFF Gap and COLA web page at <http://www.cde.ca.gov/fg/aa/pa/lcffgapfunding.asp>.

If there is no remaining need (Example 3 above), the charter school is deemed fully implemented and is funded at target in the current year and in future fiscal years. The floor funding continues to be calculated for other purposes but will not affect the LCFF.

For more details on the remaining need and gap funding components, view the following exhibit on the principal apportionment section of the CDE's website (<http://www.cde.ca.gov/fg/aa/pa/>):

- Charter School LCFF Transition Calculation

Economic Recovery Target[EC42238.025]

The LCFF contains two ongoing protections. The first is the economic recovery target (ERT), which protects charter schools from losing funding because of the change from general purpose block grant funding to the LCFF. Based on assumptions defined in statute that projected funding through 2020-21, a determination was made regarding whether a charter school, as of 2020-21, would have benefited from remaining under the general-purpose block grant funding model. If so, then a value for ERT was calculated in 2013-14.

Imagine a charter school has two containers, one representing the funding that would have been received under the general-purpose block grant system and the second representing the funding to be received under LCFF on a per-ADA basis.

If the general-purpose block grant system container is larger than the LCFF container, then total ERT funding was calculated in 2013-14 using the per-ADA difference multiplied by ADA. The ERT component was calculated and finalized in 2013-14 and is not recalculated in subsequent years.

Less than 25 charter schools receive ERT funding. For those schools, ERT funding is implemented throughout the estimated eight-year LCFF transition period, with an additional 1/8 of total ERT funding received each fiscal year. For example, eligible charter schools received 1/8 of the ERT entitlement in 2013-14 and 1/4 in 2014-15. If full implementation occurs statewide in less than eight years, ERT will be fully funded in the final transition year. ERT receives no COLA and is funded at the calculated rate in perpetuity.

For more details on the ERT component, view the following exhibits on the principal apportionment section of the CDE's website (<http://www.cde.ca.gov/fg/aa/pa/>):

- Charter School LCFF Transition Calculation, line D-1
- Economic Recovery Target (only available as part of the 2013-14 exhibits)

Minimum State Aid and Additional State Aid [EC 42238.03(e)]

The second ongoing protection is the Minimum State Aid (MSA) guarantee, which protects charter schools that received more state funding under the 2012-13 general purpose block grant system than in the current fiscal year under LCFF.

The MSA guarantee is recalculated each year based on 2012-13 funding rates and current year ADA. The 2012-13 rates are held constant and not adjusted for the COLA in the state budget.

The difference between the MSA guarantee and LCFF transitional state funding is called additional state aid (ASA). Approximately 12 charter schools received ASA in the 2016-17 fiscal year.

Because the MSA/ASA is recalculated each fiscal year, a charter school will continue to receive ASA until state funding under the transitional LCFF is greater than received under the 2012-13 general purpose block grant system.

Because charter schools cannot be an excess tax district (which occurs when a school district receives property taxes in excess to the LCFF entitlement), charter schools that receive ASA may also incur an offset to the MSA guarantee [EC 47635(a)(4)]. The offset limits the ASA to no more than the LCFF entitlement.

For more details on the MSA guarantee component and ASA funding, view the following exhibit on the principal apportion section of the CDE's website (<http://www.cde.ca.gov/fg/aa/pa/>):

- Charter School LCFF Transition Calculation

LCFF Funding Source

In 1972, the California Supreme Court ruled in *Serrano v. Priest* that the system of funding schools through property taxes violated the state constitution because it resulted in grossly inequitable funding per student. Schools in communities with greater taxable wealth received more funding per student than schools in less wealthy communities. The court imposed a system of revenue limits, the system prior to LCFF. The revenue limit and LCFF system are similar in that they both provide a set level of funding per student to minimize inequitable funding. However, under revenue limits the funding per student was unique to each school district and based on historical local factors, whereas under the LCFF funding per student is equalized across all school districts and charter schools.

Similar to how the LCFF funding calculation is integral to the budget development process, calculating the source of LCFF funding is integral to the cash flow process. The sources of LCFF funding are state aid apportionment funding, Education Protection Account (EPA) funding, and local property tax dollars transferred from authorizing school districts. The source determines the frequency of the payment.

For the following section, think of the LCFF as defining a container of funding for each LEA. Once the container is defined, it is filled with funding from different sources. Note that the percentage received from each source varies by LEA.

The first source of LCFF funding is in lieu of property taxes. The county does not distribute property taxes directly to a charter school. Instead, the authorizing LEA passes through a portion of property taxes to the charter school; this is called in lieu of property taxes (sometimes written as in-lieu property taxes or in-lieu of property taxes) and is recorded as a credit to Object 8096, Transfers to Charter Schools in Lieu of Property Taxes. Property taxes are recorded as revenue for the fiscal year in which they are received and are not accrued.

For most authorizing LEA's, the in lieu of property tax calculation is performed by dividing property tax receipts by the total of charter school and LEA ADA:

In-Lieu of Property Tax — Example

$$\begin{array}{rcl} \text{Property Tax} & \$9,879,234 & = \$982.25/\text{ADA} \\ \hline \text{LEA ADA} + \text{All Sponsored Charter School ADA (9,881.40)} + & \frac{\$173,269}{176.40 \text{ ADA}} & \end{array}$$

If the result of the above formula would provide more than the charter school is entitled to under LCFF, the in lieu of property tax amount is reduced to the level of LCFF funding.

In its first operational year or when expanding grades served, a charter school may submit projected ADA and other pupil count information via the Pupil Estimates for New and Significantly Expanding Charter Schools (PENSEC) and Charter School 20 Day Attendance Report (Charter 20 Day) special data collections. Estimated ADA and UPP information from these special data collections is used to calculate the in lieu of property tax transfer for August through January. Two payments are made in approximately September and December.

The September payment, equivalent to approximately 28% of total estimated in lieu of property tax, is for the months of August through November. The December payment, equivalent to approximately 18%, is for the months of December and January.

Aug	Sep	Oct	Nov	Dec	Jan
28%				18%	

For all other charter schools, the authorizing agency transfers in lieu of property taxes no later than the 15th of each month, per the following schedule:

Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
6%	12%	8%	8%	8%	8%	8%	14%	7%	7%	7%	7%
Prior Year Second Principal							Current Year First Principal			Prior Year Second Principal.	
6%	12%	8%	8%	8%	8%	8%	1/3	1/6	1/6	1/6	Remainder

Because property taxes are certified multiple times throughout the year, actual transfers may

vary from the above schedule because of changes in the certification. A final payment is made in February of the subsequent fiscal year after ADA and school district property tax receipts are certified.

The payment of in lieu of property tax is managed locally; the state does not have a role. Therefore, it is important to monitor for potential over- or underpayment, especially when recertification occurs. If left unmonitored, in lieu of tax transfers could negatively affect a charter school's cash flow.

State Aid [EC 14041]

The second source of LCFF funding is state aid, which is received from the State of California and makes up the difference in per-pupil funding between in lieu of property taxes and the remainder of LCFF, providing equity between LEAs. State aid is recorded as a credit to Object 8011, LCFF State Aid—Current Year, or Object 8019, LCFF/Revenue Limit State Aid—Prior Years.

State aid is funded on a monthly schedule usually referred to as the 5-5-9 schedule. Because the entitlement is recertified based on the advance, first principal and second principal apportionment certifications, the amounts received per month will vary from the schedule below.

Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
5%	5%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%
Advance							First Principal				Second Principal
5%	5%	9%	9%	9%	9%	9%	1/5	1/5	1/5	1/5	Remainder

| |

Education Protection Account [Section 36 of Article XIII of the California Constitution]

Proposition 30, which passed in 2012-13, initially provided two temporary tax increases: a sales tax that expired in December 2016, and an income tax that was extended until 2030 by the passage of Proposition 55 in November 2016, which amended section 36 of Article XIII of the California Constitution. Education protection account (EPA) funding is recorded in Object 8012, Education Protection Account State Aid—Current Year, or in Object 8019, LCFF/Revenue Limit State Aid—Prior Years. It is funded as a percentage of state aid. In the standardized account code structure (SACS), Resource 1400, Education Protection Account, has been established. All local educational agencies (LEAs) that receive EPA funds, including charter schools, are required to use these account and resource codes. Charter schools that report financial data via the Alternative Form, which does not contain resource codes, should still use Objects 8012 and 8018 to record the EPA entitlement.

The tax revenues received from EPA are allocated to LEAs in proportion to revenue limits, the funding allocation method prior to LCFF. Because revenue limits are no longer calculated, an equivalency calculation is performed to determine an adjusted revenue limit included in the LCFF floor. The adjusted revenue limit is based on the 2012-13 general purpose funding per ADA, which is also used in the

LCFF floor calculation (see Example 1 below). For charter schools that did not exist in 2012-13, EPA is funded at the minimum of \$200 per ADA (see Example 2 below).

Because EPA offsets other state revenue received under LCFF, it usually does not increase funding. If a charter school receives a large amount of in lieu of property tax and less than \$200 per ADA, or no amount of state aid, it will receive the minimum EPA allocation of \$200 per ADA, which may produce a minimal amount of funding in addition to LCFF funding (see Example 3 below).

Education Protection Account	Example 1	Example 2	Example 3
2012-13 General Purpose/ADA	\$5,109	\$0	\$5,109
x ADA	x 17505	x 17505	x 17505
Adjusted Revenue Limit in LCFF Floor	\$894,330	\$0	\$894,330
x EPA Proportionate Share Rate	x 25.71753%	x 25.71753%	x 25.71753%
EPA Proportionate Share	\$230,000	\$0	\$230,000
Is In-Lieu of Property Tax Greater?	No, \$173,269	NA	Yes, \$530,023
\$200/ADA Minimum	\$35,010	\$35,010	\$35,010
EPA Entitlement	\$230,000	\$35,010	\$35,010

EPA is funded quarterly as a statewide percentage of the adjusted revenue limit. In addition, it is recertified with each payment based on new information known. The annual payment schedule is as follows:

Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
0%	0%	25%	0%	0%	25%	0%	0%	25%	0%	0%	25%
1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		

The final percentage of adjusted revenue limit and any LEA ADA adjustments are certified in March of the subsequent fiscal year. Adjustments are included in the March payment but may also affect the June payment if they include a reduction larger than the March payment.

For further information, visit the CDE Education Protection Account web page at <http://www.cde.ca.gov/fg/aa/pa/epa.asp>. For specifics on SACS and accounting related to EPA funds, see also <http://www.cde.ca.gov/fg/ac/ac/sacsfaq.asp>.

Additional funding is also available to charter schools outside of the LCFF when allowed by law or the specific funding method.

Lottery [Government Code sections 8880-8880.72]

In November 1984 California voters passed Proposition 37, the California State Lottery Act of 1984, to provide supplemental funding to public education without imposing additional or increased taxes. Lottery proceeds are disbursed as follows:

- 50% is returned to players as prizes
- A minimum of 34% is allocated to public education
- A maximum of 16% is used to administer the lottery

Initial lottery funding received under Proposition 37 could be used for any instructional purpose. However, Proposition 20, the Cardenas Textbook Act of 2000 (March 2000), created restrictions for a portion of the lottery funds allocated to public education and divided lottery into two resources, creating separate funding specifically for instructional materials. Instructional material funding is received only after state lottery receipts exceed the amount received in 1997-98. One half of the increase over the 1997-98 level is allocated to instructional material. For more information on the background, statewide calculation or use of funds, visit the CDE Lottery FAQs web page at: <http://www.cde.ca.gov/fg/aa/lo/lotteryfaqs.asp>.

The CDE calculates unrestricted lottery and restricted Proposition 20 lottery funding before disbursing the funding; no calculation is required for LEAs. When received, the funding is recorded as follows:

<u>Funding</u>	<u>Object</u>	<u>Resource (SACS coding)</u>
Unrestricted Lottery (non-Proposition 20)	8560 State Lottery Revenue	1100 Lottery: Unrestricted
Restricted Lottery (Proposition 20)	8560 State Lottery Revenue	6300 Lottery: Instructional Materials

Lottery funding is based on current year grades K-12 annual ADA multiplied by the statewide average excused absence factor of 1.04446. However, because current year annual ADA is not known until the end of the fiscal year, the funding is initially allocated using the prior year's annual ADA and adjusted in the subsequent fiscal year. The adjustment is added to or withheld from the second and third quarter payments in the subsequent fiscal year.

Calculate ADA for Current Year Lottery Funding — Example

Prior Year P-Annual ADA	837.75	Prior Year K-12 ADA
<u>x Statewide Average Excused Absence Factor</u>	<u>x 1.04446</u>	Excused absence factor
Prior Year P-Annual ADA for Lottery funding	875	Funding ADA for

Calculate ADA for Subsequent Fiscal Year Adjustment — Example

Actual P-Annual ADA	815.94	Actual K-12 ADA
<u>x Statewide Average Excused Absence Factor</u>	<u>x 1.04446</u>	Excused absence factor
Actual P-Annual ADA for Lottery funding	852	Actual ADA for Lottery
<u>- Prior Year P-Annual ADA for Lottery funding</u>	<u>- 875</u>	
ADA Adjustment	(23)	ADA Adjustment

Lottery funding is received quarterly, but the instructional material portion is received only after the 1997-98 level is reached. As of the 2016-17 fiscal year, instructional material lottery begins payment in the third quarter. If lottery funding continues to increase, payment may start in the second quarter in the future.

Following is a summary of the payment schedule. Note that lottery funding is disbursed a quarter in arrears, and the first quarter payment occurs in December. Actual quarterly lottery funding apportionments are based on state receipts, but approximate funding percentages are provided below for planning.

	September	December	March	June
Payment Period:	Prior Year 4 th Qtr	1 st Qtr	2 nd Qtr*	3 rd Qtr*
Combined Resources 1100 & 6300	25%	25%	25%	25%
Unrestricted Resource 0000	3	3	3	3
Instructional Materials Resource 6300	3	--	-- (future growth)	3

*May include prior year adjustments

Because lottery funding is based on prior year annual ADA, a new charter school will not receive lottery funding in its first year of operation; it will receive its first lottery apportionment in December of the second year of operation. That payment will include the entire prior year apportionment from the first year of operation plus the first quarterly estimate for the current year.

For further information, visit the CDE Lottery web page at [http:// www.cde.ca.gov/fg/aa/lo/](http://www.cde.ca.gov/fg/aa/lo/).

Proposition 39, Facilities [EC Section 47614]

Proposition 39 changed California Education Code with the intent that public school facilities be shared fairly for the benefit of all pupils, including those in charter schools. Non-classroom-based charter schools are not eligible for Proposition 39 facilities.

Direct versus Local Funding [EC Section 47651]

Charter schools are funded either directly or locally.

If a charter elects to receive funding directly, it is considered direct funded. Warrants are drawn in favor of the superintendent of schools of the county in which the authorizing LEA is located but deposited directly into the charter school's funds or accounts.

Locally funded charter schools have their funds deposited in the funds or accounts of the charter authorizer.

Charter Schools Operated as or by a Nonprofit Public Benefit Corporation

A charter school may be operated as or by a tax-exempt nonprofit public benefit corporation

organized under Internal Revenue Code section 501(c)(3), with its charitable status further defined as a school under Internal Revenue Code section 170(b)(1)(A)(ii).

Education Code section 47604(c) states that a charter authorizing entity that complies with its required oversight responsibilities is not liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by a charter school that is operated as or by a nonprofit public benefit corporation. Because of this, many charter school authorizers require that a charter school be operated as or by a nonprofit public benefit corporation.

The Charter School is operated as a not-for-profit school; nevertheless, all charter schools are governed by their authorizing agency (school district, county office of education, or state board of education) and are subject to the laws governing all charter schools. A charter school's authorizer oversees a charter school's fiscal operations and compliance with laws and regulations.

Enrollment and Admission

Charter schools cannot discriminate, are schools of choice, and are open to any student who wants to apply for admission. In other words, a charter school must accept all students who want to attend. However, there are often not enough spaces for every student who wants to attend. Education Code section 47605(b)(5)(H) requires that a charter petition state "Admission policies and procedures..." This allows a charter school to describe its admission requirements, application process, admission preferences, and how lotteries and wait lists shall occur. When more students want to attend than a charter school can serve, a charter school must use a random public selection process to determine which students may attend. Education Code section 47605(d)(2)(B) states that a random public selection process or drawing is required by the California Charter Schools Act and is typically known as a lottery.

Special Education

Charter schools, like traditional schools that serve students in transitional kindergarten (TK) through grade 12, are required to enroll and serve students with disabilities.

Charter schools can choose to organize special education services in three different ways: as a school of its authorizing school district; as an independent LEA member of a consortium special education local plan area (SELPA); or as an LEA member of one of the three charter-only SELPAs. Charter schools that opt for LEA status — either within a consortium SELPA or as a member of a charter-only SELPA — assume legal responsibility for ensuring their students with disabilities receive the special services to which they are entitled under federal law.

Education Code sections 47640-47647 allow a charter school to either participate in a SELPA approved by the state board of education or be deemed a public school of the LEA that granted the charter. The Charter School will be an independent LEA member of an approved SELPA.

Charter schools are mandated to ensure that all pupils with disabilities receive special education and designated instruction and services in a manner that is consistent with their individualized education program (IEP) and that the IEP is in compliance with the Federal Individuals with Disabilities Education Act and implementing regulations, including section 300.209 of Title 34 of the Code of Federal Regulations (EC 47646).

Special education services have three funding sources: federal, state, and local. Federal Individuals with Disabilities Education Act (IDEA) funds and some state funds are provided through separate special education categorical grants. The largest source of funding for special education programs is from the state in accord with its Special Education Master Plan (Assembly Bill 602) and includes both state general fund money and federal revenues for specialized programs. The local contribution is the use of the local educational agencies' unrestricted general funds to make up the difference between the total cost of educating special needs students and the federal and state funding.

LEAs must maintain the same level of funding each year for special education and related services, regardless of how much funding they receive from the state or federal government during the fiscal year. This is commonly known as maintenance of effort. Current IDEA law states that when an LEA fails to maintain the level of funding, it must repay the amount by which it fell short. At the time of this publication, IDEA allows LEAs to reduce their special education expenditures in some circumstances. Among these are when a highly paid special education teacher retires and is replaced with someone who earns a lower salary, when a student who requires expensive services leaves the district, and when special education enrollment declines.

CashFlow forNew Charter Schools

Cash flow can be challenging for new charter schools. When a charter school starts and when it adds grade levels, it may receive advanced apportionment equivalent to 37% of estimated ADA for July through November of the first year of operation as reported by the charter school and approved by its authorizing agency and the county office of education. This first apportionment occurs between mid-September and mid-October.

A second apportionment for December and January occurs in late December and is revised based on actual attendance for the first 20 school days as reported by the charter school and approved by its granting agency and county office of education.

The first apportionment is calculated using projected second principal apportionment period (P-2) ADA. The second apportionment uses actual ADA for the first 20 school days (EC 47652) (which must be reported to the CDE no later than five days following the 20th school day) and adjusts the remaining months' payments based on those 20 days of attendance. Estimates and actual reporting are submitted to the CDE using the PENSEC report available on the CDE's website. For advanced funding in the first apportionment period, the charter school should file its first PENSEC report immediately after the start of the new fiscal year on July 1.

Charter schools authorized by a district may experience a negative impact on cash if they fail to request advanced funding and file the PENSEC report within the required period of time.

CharterSchoolsMayUnionize

The Charter school is not unionized. Charter schools are subject to the Educational Employment Relations Act (EERA), which means they are subject to California's collective bargaining laws. However, each charter school and its employees decide whether to unionize.

ParentsNotRequiredtoVolunteerorDonate

Because charter schools are tuition-free public schools, its students' parents, just as public school

public schools, are not required to volunteer or donate funds. The charter school cannot require parent involvement as a condition of enrollment; a student cannot be denied enrollment because their parent does not volunteer or does not make a financial contribution to the charter school.

Authorizer Responsibilities, Fees, and Additional Services Authorizer Responsibilities

The charter school authorizer is responsible for oversight of the charter school's academic and fiscal activities. This is essential to ensure a charter school's fiscal health and the ability for the authorizer to intervene when necessary. An authorizer can be liable for the debts of a charter school if it fails to provide the oversight required by law, including but not limited to those required by Education Code section 47604.32 and subdivisions (m) of section 47605. A report by the California Research Bureau (CRB) in January 2012 showed that 68% of charter school closures between 1992 and 2009 were a direct result of financial failure or mismanagement.

Education Code section 47604.32 states the responsibilities of a charter school-authorizing agency, including the following:

- Identify at least one staff member as a contact person for the charter school.
- Visit each charter school at least annually.
- Ensure that charter schools under its authority comply with all reports required of charter schools by law, and all other mandatory reporting requirements.
- Monitor the fiscal condition of charter schools.
- Provide timely notification to the CDE when a charter renewal is granted, denied, or revoked, and when a charter school ceases operation for any reason.

The law does not specify how the authorizing LEA is to conduct oversight; rather, those details may be established and agreed to by the LEA and the charter school in a clearly written memorandum of understanding (MOU). FCMAT has developed an oversight checklist for charter schools and their authorizing agencies, which is available at www.fcmat.org. The checklist can help oversight agencies focus on important areas and help charter schools be aware of what districts, county offices of education and the state board of education may examine when exercising their responsibility as charter authorizing agencies. Charter school operators can use the checklist not only to prepare for review by oversight agencies but also to improve their own policies and procedures.

Fees for Oversight, Facilities, and Other Services

A charter authorizing entity may charge a charter school fees for the costs of performing oversight, as described in Education Code section 47604.32. Education Code section 47613 states that the charter authorizer may charge the charter school for the actual costs of supervisory oversight, not to exceed the following limits:

One Percent Oversight Fee

Charter school authorizers are permitted to charge for the actual costs of oversight, not to exceed 1% of the charter school's revenue, when the authorizer does not provide the charter school with substantially rent-free facilities.

Calculating Oversight Fees

For purposes of calculating the oversight fee, revenue of the charter school means the amount received in the current fiscal year from the LCFF, pursuant to Education Code section 42238.02 and as implemented by Education Code section 42238.03. The LCFF is based on total enrollment and the unduplicated pupil count (that is, no student may be counted twice) of enrolled students who are classified as English learners, low-income, or foster youth.

The revenue on which the oversight fees is based can also be described as the charter school's general-purpose entitlement (although charter schools are funded via the LCFF, the Education Code still refers to general-purpose entitlement, not LCFF). Federal revenues, restricted state revenues, one-time state allocations, and local revenue sources such as donations are not included when calculating the oversight fee.

Additional Services

Charter school authorizers may enter into separate agreements for services not mandated by the Education Code, using a fee-for-service arrangement. Examples include food services, special education, fiscal services, assistance with policy development, legal services, human resources, technology, student testing, and others not specifically identified in Education Code section 47613.

Governance

Charter school governance structures may vary but should always include a governing board with at least three members that may include parents, teachers, administrators, staff, and community members. Education Code section 47605(b)(5)(D) states that a charter school should include a reasonably comprehensive description of the school's governance structure process to be followed to ensure parental involvement.

One question that often arises is whether faculty and staff members can be governing board members. There is a growing trend of removing staff and faculty from boards to remove possible conflicts of interest or the appearance of impropriety. Although there may not be any illegality occurring when staff or faculty are on the board, this does create a need for a conflict-of-interest policy. Legislation has been proposed in the past to force charter schools to discontinue having staff and faculty as board members, but such laws have not been passed as of the publication of this manual. Nevertheless, if a charter school has staff and/or faculty on its board, in light of Government Code section 1090 FCMAT strongly recommends that it have policies that specify when and how staff and faculty should recuse themselves from any agenda items that may create a real or perceived conflict of interest. There are additional considerations regarding conflict of interest, and disclosure and recusal are not sufficient in all cases. Please see Chapter 6 for further information.

Nonprofit public benefit corporations that operate charter schools in California are subject to the laws in the California Corporations Code governing nonprofit corporations as well as all laws and regulations pertaining to charter schools. This means charter schools are subject to the open meeting requirements in California Government Code section 54950, commonly referred to as the Brown Act, which require that the deliberations and actions of local public agencies be open to the public.

Charter Authorizer's Representative on the Charter School Board

If the charter school is operated as a nonprofit public benefit corporation, the charter authorizer

is entitled under Education Code section 47604 to have a representative on the nonprofit corporation’s governing board.

If the charter school asks the authorizer to have a board member on the charter school board or the charter school authorizer is considering placing a board member on the charter school board, both the charter school and authorizer should consult with their respective legal counsel.

Delegated Governance

Delegated governance structures are not considered by this charter school. This charter has entered into an agreement consistent with Section 47604 SB 126 with a service provider Lifelong Learning Administration Corporation, nonprofit public benefit corporation that provides task-related services that are performed at the direction of the governing body of the charter school and for which the governing body retains ultimate decision-making authority.

Delegating governance, whether the governance is shared or entirely delegated to a CSRO, impedes the openness, visibility, and accountability of charter school governance. It also limits the charter school authorizer’s ability to access the information and documentation needed for effective oversight and monitoring of fiscal management and operations. A lack of open, public governance, whether intended or unintended, may increase the chance of conflict of interest, undermine public integrity and accountability, and obscure fiscal and management practices.

Delegated governance structures may also lead to the CSRO having an economic interest in, or control of, a charter school. This can result in a need to consolidate the CSRO and the charter school for financial reporting purposes. If this occurs and financial statements are not issued, it may result in a violation of generally accepted accounting principles. With that, this charter is not delegating the governance authority.

Chapter 3 – Budgeting

A budget shows the management’s proposed financial commitments for the charter school’s present and future activities. The budgeting process and the budget itself allow anyone to compare actual revenues and actual expenditures with the amounts budgeted to determine if the management’s expectations are being met.

California Department of Education Budget Calendar

The CDE prepares an annual financial reporting calendar that includes the budget, interim reporting, unaudited actuals and audit due dates. The 2017 calendar is available at <http://www.cde.ca.gov/fg/sf/fr/calendar17summary.asp> and includes the due dates for multiple entities, including charter schools. Charter schools should review the CDE’s financial reporting calendar annually to confirm the due dates and adhere to them. The updated calendars can be found at

<http://www.cde.ca.gov/re/ca/fc/>. A summary of the calendar is listed below for specific charter school due dates:

Due Date	Item	Description	Education Code
July 1	Budget	Charter school budget due to chartering authority and COE.	47604.33(a)(1)

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September 15	Unaudited Actual Data	Charter school unaudited actual data due to chartering authority and COE.	47604.33(a)(5) 42100(b)
October 15	Unaudited Actual Data	After reviewing for accuracy, COE transmits charter school unaudited actuals data to SSPI.	42100(a) (also, GC 7906(f))
December 15	First Interim (shows changes through October 31)	Charter school first interim due to chartering authority and COE.	47604.33(a)(3)
December 15	Audit	Charter school prior year audit due to chartering authority, COE, SSPI and State Controller.	47605(m) 41020(h)
March 15	Second Interim (shows changes through January 31)	Charter school second interim due to chartering authority and COE.	47604.33(a)(4)
May 15		COE must certify to SSPI and State Controller that prior year audits were reviewed and must identify attendance-related	41020(k)

Due dates are established in law unless otherwise noted. In accordance with Government Code (GC) sections 6700, 6707 and 6803, if the due date falls on a Saturday, Sunday, or holiday, the reporting date shall be the following workday. Unless stated otherwise, “days” means calendar days.

Budget Preparation and Adoption

It is best practice to develop budgets collaboratively with department and school site leaders. The charter school develops annually a budget calendar that includes a timeline and important tasks to be completed throughout each fiscal year. Under the leadership of the chief financial officer (CFO) or designee, budgets are developed for each school through the administrative body in partnership with the area superintendents, principals, and their teams, and for various departments in partnership with their respective managers and staff. All department and school budgets are combined into an organization wide budget that is then finalized and monitored by the CFO or designee. The budget may go through several drafts and may include budget proposals from individual departments and sites.

Each budget line item is accompanied by a detailed narrative explanation if appropriate. These explanations, if necessary, includes calculations, references, and other metrics that show how the budgeted amounts are determined and the reasoning for the estimated amounts. During the course of budget approval, the reasoning behind the budget line items is discussed with the governing bodies.

After the budget is consolidated and balanced, the area superintendent(s) of the charter school or designee and or if the schools does not have an area superintendent by principal or designee, sign and date the

is an area superintendent is in place must review the budget and accompanying notes before final approval; the final budget is then submitted to the board of directors for review and adoption. Budget study sessions are often included on the budget calendar to allow discussion of various details. This helps ensure an understanding of underlying assumptions, allows questions to be addressed, and allows modifications to be made before the budget adoption meeting.

Charter schools need to allow sufficient time to prepare and review the budget and meet the July 1 deadline for submitting the budget to their authorizing agency and county office of education.

Monitoring Performance

A charter school should monitor its financial performance by comparing and analyzing actual revenues and expenditures with budgeted amounts throughout the fiscal year. A budget will change, and assumptions become more realistic as the year proceeds and estimates become actuals. The CFO or designee should monitor the budget each month by reviewing reports that compare actual year-to-date revenues and expenditures with budgeted amounts.

The CFO or designee will ensure that fiscal operations meet all federal and state requirements and safeguard all funds and assets.

The charter school board designates fund balance designation based on projected financials.

Projection Changes

After the board of directors adopts a budget by July 1 of each year, the CFO or designee will need to adjust projected revenue and expense amounts. Any budget is a best guess based on what is known when it is developed, and expenditures must be coded to their appropriate account codes budget lines. As the charter school develops estimates, identifies unanticipated needs, or encounters the need for other changes, it must revise its projections to include these new assumptions. Budget revisions are performed by updating the projections and will be provided to the board during a regular board meeting as presented in the schools' Interim financial reports and ratified by the board of directors. The financial reports are presented to the governing board 4 times a year utilizing the SACS's format that includes the budget vs actual columns at 1st and 2nd interim reporting periods. The format of the other two reports is a little different, the budget report reflects the projection for current year and new budget for upcoming year and the 4th report is the unaudited actual which includes the actuals for the year and the upcoming year budget.

Interim Financial Reports

Charter schools are required to file the following reports about their fiscal health with their authorizing agency and the local county superintendent of schools:

- The first interim report is due December 15. It reports on the actuals ending October 31 (the report covers July 1 – October 31).
- The second interim report is due March 15. It reports on the actuals through January 31 (the report covers July 1 – January 31).

The interim reports will include one of the following three certifications indicating whether the charter school is able to meet its financial obligations:

- A positive certification is given when the charter school will meet its financial obligations for the current and two subsequent fiscal years.
- A qualified certification is given when the charter school may not meet its financial

obligations for the current or two subsequent fiscal years.

- A negative certification is given when a charter school will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Chapter 4 - The Basics

Accounting

Key management and business staff should understand two important concepts:

1. The flow of accounting information and how that information is translated into meaningful reports for management, supervisors, and other interested parties.
2. Accounting is a basic component of fraud prevention and the internal control environment.

The Charter school will use external vendor to do all the administrative and back-office accounting services who are expert and knowledgeable about the school's financial position and familiar with the components that drive revenue and expenditures. Journal entries are used to establish the accounting records, and the accounting records are used to produce financial reports. two common purposes:

1. To accurately record and track income and expenses. Administrators use this information to assess whether financial activities are occurring as projected or whether revisions are needed.
2. To collect and process the financial transactions needed for the charter school to file required federal, state, local, and organizational reports, including payroll tax reports and any other tax reports such as sales and use tax.

The day-to-day entering and recording of transactions are done with collaboration of school leaders /designees and the administrative vendor. Examples include writing checks, recording disbursements, processing payroll through Pay Master, and recording receipts.

Developing and maintaining the accounting system involves timely and accurate recording of transactions and providing this information to management and others through a third-party vendor. Developing and maintaining an accounting system involves establishing and maintaining a chart of accounts. The chart of accounts follow the Standardized Account Code Structure (SACS) approved by the charter school's authorizer. A charter school petition or renewal petition will state which account code structure the charter school intends to use. Accounting policies and procedures are established to provide guidance for processing financial transactions.

Nonfinancial and Statistical Data

Nonfinancial data may include a variety of measurements and data for analysis. Examples include comparisons of student enrollment and average daily attendance (ADA), student demographic data, test scores, unduplicated pupil percentage trends in CALPADS, meal counts, payroll analysis, general fund contributions to special education, bus ridership, computer replacement, long-term debt analysis, analysis of health and welfare, workers' compensation use, and more as applicable.

Financial Data

Financial reports include the following:

- Financial statements such as a statement of activities, often referred to as the profit and loss report; statement of financial position, also known as the balance sheet; and statement of cash flows.
- Program, grant, entitlement, and other reports such as program budgets and actual revenue and expenditures reports for submitting reimbursement claims or to demonstrate program activity. Examples include public charter school grant, national school lunch program reimbursement claims, special education expenditure maintenance of effort report, and other grants and reports.
- Register reports, which list all transactions of a certain nature such as cash receipts; separate lists of receipts for cash, checks, and credit cards; check register reports; payroll and invoice reports, and others.
- Lists of data such as payroll, vendor, employee, and inventory.
- Aging reports for vendors (accounts payable) and customers (accounts receivable).
- Fixed asset equipment inventory reports to identify product and equipment inventory on hand and its cost, date of purchase, useful life, expected inventory shortage, and anticipated equipment obsolescence.
- Exception reports listing open requisitions and outstanding purchase orders.
- Any other reports that are requested by the governing board as an exception.

External Reports

- External reports are prepared for organizations and individuals outside of the charter school, such as the charter school authorizer, state and federal agencies, banks, employees, vendors, and other approved organizations when required or requested. Examples of external reports are:

Budget reports – First, Second and sometimes Third Interim

- These provide a snapshot of the charter school's ability to continue as a going concern. Specifically, they show whether it can meet its budgeted financial obligations, pay employees, maintain its credit, finance its debt, and adapt to changes in budget assumptions and/or conditions.

Compilation, Review and Audit reports

- These reports are issued only by certified public accountants (CPAs) and provide recipients with various levels of assurance. Every charter school must have its own independent audit report issued or, if the charter school is authorized by the county office of education or school district, have the results of its financial operations combined with and audited as part of the county office of education's or district's financial statements.
- Compilation reports are the lowest level of assurance: the CPA may perform some analysis, and prepares the financial statements in an acceptable format, but does not express

any assurance regarding the financial statements.

- Review reports involve much more analysis, including a review of account balances for reasonableness, and questions to management about material or large transactions and account balances. The CPA's review report expresses limited assurance but not an opinion.
 - Audit reports provide the highest level of financial statement assurance through a third-party auditing firm. When a CPA issues an audit report, the CPA expresses an opinion on the audited statements. There are four types of audit opinions: unqualified, qualified, disclaimer, and adverse (see below). The auditor is required to state in the opinion whether generally accepted accounting principles (GAAP) have been followed and applied consistently. The audit reports are presented to the governing board directly at a board of director meeting or a special meeting.
1. Unqualified opinion means there are no reservations about the financial statements. This opinion is often called a clean opinion, meaning that the financial statements are presented fairly, and this opinion is the most desirable.
 2. Qualified opinion means there is some exception to the accounting applications, or the potential outcome of a material uncertainty cannot be established.
 3. Disclaimer opinion means the auditor is allowing their name to be associated with financial statements that were not examined in accordance with GAAP.
 4. Adverse opinion means that financial statements do not fairly present the financial position, results of operations, and changes in financial position, and thus are not in conformity with GAAP.

Unaudited and Audited Financial Reporting

Unaudited Actuals – SACS or Alternative Form

Education Code section 42100 requires all LEAs, including charter schools, to report their year-end data by submitting unaudited actual financial data to the CDE. The CDE School Fiscal Services Division, Financial Accountability and Information Services provides charter schools with unaudited actual financial reporting guidelines. The CDE School Fiscal Services Division's website is <http://www.cde.ca.gov/re/di/or/sfsd.asp>.

The charter school report their unaudited actuals using the SACS format. The unaudited and audited financial statements will ensure that the report shows the charter school's beginning fund balance, revenues, expenditures, and ending fund balance.

The California School Accounting Manual (CSAM) provides a list of account codes (also known as a chart of account codes) for reporting using both SACS form.

Accounting Basis

Charter schools should use the same basis of accounting when preparing both their unaudited actuals and annual audited financial reports. If a charter school uses a different basis of accounting for each of these reports, it is highly likely that net assets and other account balances will not agree and that questions will be raised when the CDE and State Controller's Office compare the two reports.

There are three bases of accounting: cash, modified accrual basis, and accrual basis. The term basis refers to when a transaction or event is recognized in the accounting records and financial statements. This charter school use Accrual basis of accounting.

- Cash Basis means that revenues are recorded when the cash is received, not when the service was performed. Expenditures or expenses are recorded when the cash is paid or disbursed, not when the obligation is incurred.
- For example, suppose a charter school earns the attendance revenue in the first 20 days of the school year but is not paid until December. The revenue is measurable and available at the end of the 20 days; however, the revenue is recorded and recognized in December when the cash is received. Or suppose a charter school purchases books in January but does not pay for the books until July. The obligation or liability to pay the book supplier is incurred in January, but the expense is not recognized until July when the check is mailed to the book supplier.
- Charter schools, school districts, county offices of education and local educational agencies are not allowed to use the cash basis of accounting.
- Modified Accrual Basis means revenues are recognized when they become available and measurable, and expenditures are recognized when the liability is incurred. The receipt or payment of cash does not determine when the revenue or expenditure is recognized.
- Available means the funds are collectable within the current accounting period or soon thereafter to be used to pay the liabilities of the current period; this usually means they are collectable within one year.
- Measurable means the amount of funds is known or can be determined by some analysis or measurement.
- Charter schools operated by an LEA, such as a dependent charter school operated by a school district, use the modified accrual basis of accounting, just as other LEAs do. This Charter School does not use Modified Accrual Basis.
- Accrual Basis means revenues are recognized when they are earned. Expenditures are recognized when the liability is incurred.
- This Charter school operated as or by a nonprofit public benefit corporation 501(c)3 use the accrual basis of accounting.

The Accounting System

Because a high percentage of charter schools that fail do so as a result of financial difficulties, a basic understanding of bookkeeping, accounting, and financial reporting is critical to the successful operation of a charter school. The charter school uses a reputable back-office service provider, those entrusted with fiduciary responsibility should be familiar with bookkeeping, accounting, and financial reporting.

Double-Entry Bookkeeping

Double-entry bookkeeping is the method of recording a transaction in two or more different places or ledger accounts. This makes it easy to find errors because the totals of both ledger

accounts should be the same.

Debits Equal Credits

Bookkeeping entries are divided into debits and credits. Debits are typically listed on the left side of the ledger page and credits on the right. Historically, a debit denotes something owed to someone else; a credit denotes an amount owed from someone else.

Debits record transactions relating to purchases, expenses, or increases in the assets of the charter school. Credits record transactions relating to revenues or an increase in the equity and liabilities of the charter school.

Recording a transaction requires both a debit and a credit entry. If the entries are recorded correctly, the totals from both sides of any ledger will agree.

The double-entry system of bookkeeping, which lists debits in one column and credits in the other, requires that the sum of those two columns be zero.

The following list illustrates the effect of posting either a debit or credit entry in each major account type:

Account Type	Debits	Credits
Assets*	Increases	Decreases
Liabilities**	Decreases	Increases
Net Assets**	Decreases	Increases
Income**	Decreases	Increases
Expenses*	Increases	Decreases

* Normally a debit balance account

**Normally a credit balance account

These account types are used in most nonprofit accounting systems. They are also used to organize the general ledger, from which financial statements are developed.

For example, using the account types above, when a charter school receives a reimbursement check for \$10,000 from the state for school lunch program, the asset cash is debited or increased by \$10,000 and the income account for lunch program is credited, or increased, by \$10,000; the net sum is zero and the debits and credits balance.

Accounting System Groups

The accounting system usually comprises four major groups: revenue, purchasing, payroll, and the general journal. Even though most bookkeeping is prepared electronically, it is important to know the flow of transaction data. Transactions are posted to journals and simultaneously to the general ledger, which contains the chart of accounts with balances for specific items, such as material and/or book expenses.

Transactions may come in the form of cash receipts received from attendance apportionment dollars, purchases from suppliers such as books, cash disbursements for payment for supplies

purchased, and payroll entries. The accounting process works to update the general ledger, from which a charter school's financial reports are prepared.

Because most bookkeeping and accounting is performed electronically, subsidiary accounting journals are not often used; however, electronic systems continue to track all financial data as traditional manual systems would.

Accounting System Transaction Example

Using the accrual basis of accounting, a charter school purchases, on account, books from XYZ Book Publisher for \$2,000. The charter school receives the books and an invoice from XYZ Book Publisher for \$2,000. The bookkeeper records a \$2,000 increase to account number 9500, Accounts Payable - XYZ Book Publisher vendor, and an increase of \$2,000 to account number 4000, Books and Supplies Expense. The individual vendor account, XYZ Book Publisher, now shows that it is owed \$2,000, and this agrees with the accounts payable aging report, which lists all payables to vendors.

When the charter school authorizes the bookkeeper to pay XYZ Book Publisher in full, a check is written for \$2,000. Writing the \$2,000 check reduces account 9110, Cash, and reduces account 9500, Accounts Payable – XYZ Book Publisher. Notice that account 4000 Books and Supplies Expense is not affected by the payment because under the accrual basis of accounting the expense was recognized when the liability was incurred, which was when the charter school received the books from XYZ Book Publisher.

The general ledger comprises all accounting transactions and all accounts from the chart of accounts. If the XYZ Book Publisher transaction of \$2,000 was the only book purchase for the year and we ran a financial report such as a profit and loss report, the Books and Supplies Expense for the year to date would be \$2,000. If the charter school budgeted that it would spend only \$2,000 for books and supplies the entire year and no other books and supplies were purchased during the year, the difference between the budgeted and actual books and supplies expenditures would be zero.

Revenue Accounting

Accounts Receivable

Accounts receivable (AR) has its own separate journal that records sales or anticipated revenue that has not been received but has been earned; the cash receipts journal is affected when the money is received. For AR transactions, the sales/invoice journal is used. These transactions are also tracked in individual AR customer account ledgers if applicable

Cash Receipts and Deposits

When money is received for an outstanding AR balance, it is posted in the cash receipts journal; the AR customer account is reduced, the sales/invoice journal is reduced, and the appropriate individual AR customer account receivable ledger is reduced to show that the money was received. The cash or bank account ledger is increased by the amount of cash received.

Purchase Accounting

Purchase Orders

Purchase orders are considered legally binding contracts. Each PO should clearly identify the

products, services, supplies or merchandise, terms of delivery, inspection, and other information needed for the vendor to fulfill the terms of the PO.

Accounts Payable

Accounts Payable (AP) has its own separate journal that records purchase and cash disbursements by vendor name. An AP transaction is created when a liability is incurred.

Cash Disbursements and Checks

When payment is made for an AP transaction, the payment is posted, which reduces the AP balance in the cash disbursements journal; the AP vendor account is also reduced; and the PO is closed out. The cash or bank account ledger is decreased equal to the amount of the cash paid.

Payroll Accounting

Payroll data is tracked by individual employee in a payroll journal. When employee payroll is paid, the payroll journal and cash disbursements journal are affected. All payroll activity — which includes payment of employees and employee portions of payroll taxes, payment of employees' net check after payroll withholdings, and recording of employees' gross payroll — is recorded in the general ledger.

General Journal Accounting

All entries for any accounting transaction are posted and recorded to the general ledger.

Time and Effort Policy

POLICY AND PROCEDURES FEDERAL DOCUMENTATION OF PERSONNEL EXPENSES Time and Effort Reporting

Purpose:

As a recipient of federal funds, the Charter School must comply with the Uniform Administration Requests, Cost Principles and Audit Requirements to Federal Awards. 2 CFR Part 200.430(i) requires that documentation for personnel expenses charged directly or indirectly against federally sponsored projects be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated. This process ensures that salaries and wages are properly expended, and that actual effort is consistent with the originally anticipated (budgeted) effort. The Charter School time and effort reporting policies and procedures are intended to meet this requirement.

Policy:

1. Time and effort reporting shall reasonably reflect the percentage distribution of effort expended by school employees involved in federally funded grants, contracts, and cooperative agreements, and shall be incorporated into the records of the agency. These reports shall reasonably reflect the activity for which the employee is compensated and shall encompass all activities on an integrated basis.
2. Each employee whose time is committed to a federally sponsored project shall complete a time and effort report. This report is required regardless of whether such time is paid by a federally

sponsored agreement, or is an unpaid contribution, e.g. cost share match. Committed cost sharing must be included in time and effort reports.

3. The school uses an “after-the-fact effort” reporting system. This indicates that the distribution of salaries and wages will be supported by reports reviewed by the Area Superintendent and/or Designee.
4. Lifelong Learning Administrative Corp. (LLAC), as a supporting organization to the school, is responsible for the distribution, collection, and retention of all employee effort reports. Individually reported data will be made available only to authorized auditors.
5. The Time and Effort report must accurately reflect, in percentages totaling 100%, an employee’s effort for the period being reported. Compensated effort includes all teaching, instructional support, administration, authorized professional development, and any other activity for which an individual received compensation from the agency.
6. Effort and payroll distributions are NOT the same. The effort reporting process is a method for confirming salary charges made to all sponsored awards. Payroll distributions are estimates of how effort is anticipated to be expended.
7. Significant changes in work activities will be monitored and any adjustments at the end of the fiscal year will be made to accurately reflect the employee’s records.
8. The federal government can impose severe penalties and funding disallowances as a result of missing, inaccurate, incomplete, or untimely effort reporting. The school expects that employees will complete time and effort reports completely and in a timely manner and supervisors to review reports for accuracy and the need for budget adjustments.

Procedures:

1. When an Area Superintendent and/or Designee receives an award from an external sponsor s/he will prepare a projected distribution of effort for the expected duration of the grant. This will be based on the budget proposed for the program and should be provided to LLAC/Lifelong Learning Administrative Corp. (LLAC), as a supporting organization to the school, in the required format. The Area Superintendent and/or Designee will provide this projection with the grant paperwork and budget.
2. Based on the projected distribution of effort through the life of the grant, the frequency of reporting required will be determined by the Area Superintendent and/or Designee and Lifelong Learning Administrative Corp. (LLAC), as a supporting organization to the school, which will be at least twice each year for employees working on a single Federal cost objective and monthly for employees working on multiple cost objectives. This reporting schedule will be communicated to the school.
3. Based on the pre-determined frequency, Lifelong Learning Administrative Corp. (LLAC) as a supporting organization to the school, shall provide a blank time and effort report to each employee working on a sponsored project(s) on a semi-annual basis (single Federal cost objective) or the last working day of the month for which a report is required (multiple cost objectives).
4. Area Superintendent and/or Designee will provide training and communication to new employees at the beginning of the school year and within one month of assignment for new hires, on time and effort reporting procedures to be followed based on their assignment and funding.
5. Each employee confirms the actual percentage of effort for the given time period. S/he will sign the effort report to verify and obtain appropriate signatures.

-
6. Verification: All multi-funded employees completing monthly reports must sign their own individual effort reports; [periodic \(semi-annual\) certifications for employees working on a single cost objective will be signed by the employee and a supervisor with first-hand knowledge of the employee's work.](#) In addition, the Area Superintendent and/ or Designee must review and verify all effort reports associated with their sponsored project(s) using suitable means of verification that the reported work was performed. If the Designee is the employee completing the effort report, an Area Superintendent must verify the report.
 7. Supervisor is required to return appropriately completed and signed effort reports in a timely manner.
 8. At the close of each fiscal year Lifelong Learning Administrative Corp. (LLAC) as a supporting organization to the school, will make final budget reconciliations to ensure final salary expenditures match time and effort as reported over the year.

Definitions:

- [Effort](#) - The portion of time spent on a given activity expressed as a percent of total activity for which an individual is employed by the institution. A “reasonable estimate.” Must equal 100%. It is NOT based on work week of 40 hours.
- [Multiple Cost Objectives](#) - More than one set of work activities, each of which is allowable under and chargeable to particular federal program(s)/award(s) and state or local programs/fund sources. Two or more separate work activities under a federal program. Work activities performed under and charged partially to funds combined under a schoolwide program and work activities supporting programs/funds not combined, as specified in the schoolwide plan.
- [Periodic \(Semiannual\) Certification](#): Single-funded employees’ supervisory must bi-annually sign a document that certifies that employees worked solely towards the cost objective of the resource from which their salary and wages are funded (CSAM 905-2).
- [Single Cost Objective](#) - A single cost objective is a single work activity that may be funded by one or more fund sources. Single cost objective includes: A single federal program/grant award; Activities that are allowable (federally sponsored) under and funded by more than one fund source.
- [Single Funded Activity](#) - Single Funded Activity: An employee who works solely (100 percent) on activities of a single federal or state restricted program or on a single nonfederal program used in meeting cost sharing or matching requirements of federal awards.
- [Time & Effort](#) - Time and Effort is defined as the amount of time spent on a particular activity. It includes the time spent working on a sponsored project in which salary is directly charged to a grant or contributed (cost-shared effort) to a grant.

Periodic Certification:

Federal Funding Compliance	
PERIODIC CERTIFICATION	
Fiscal Year	Semi-annual Certification
Name of School:	
I, certify that 100% of my work time from (Employee Full Name)	
 (Beginning Date ex. Month/Date/Year)	to was spent on (Ending Date ex. Month/Date/Year)
duties and responsibilities (Federal Funding Source)	
By signing below, I hereby certify that this report is and after - the - fact determination of actual effort expended for the period indicated and that I have full knowledge of 100% of these activities	
 Employee Signature	
 Supervisor Signature	
 Date	

Financial Reporting Structure

Balance Sheet — Statement of Financial Position

The balance sheet, also known as the statement of financial position, shows the value of accounts at a specific point in time and is an indicator of a charter school's overall financial health.

Assets— accounts with value that the charter school owns.

- Cash
- The amount on hand or in the bank at a specific point in time.
- Accounts receivable
- How much the charter school is owed.
- Inventory

-
- The value of charter school supplies.
 - Fixed assets
 - The value of property and equipment.
 - Liabilities — accounts with value that the charter school owes to others.
 - Accounts payable
 - How much the charter school owes others for unpaid purchases.
 - Debt and loans payable
 - How much the charter school owes others for money borrowed.
 - Other liabilities
 - Services or money owed to others; this includes accrued vacation.

Equity — Net Assets

- Unrestricted net assets
- Money available for general operating purposes, and earnings retained from net profits.
- Temporarily and permanently restricted net assets
- Money available but restricted because of donor-imposed restrictions or because certain performance standards have yet to be completed.

Income Statement— Statement of Activities

The income statement, or the statement of activities, shows the values of accounts as determined over a period of time (e.g., day, week, or year) and provides the charter school with evidence of how it is performing compared to budgeted income and expenses.

Income

- Total earned cash receipts and other income, or sales recorded over a period of time.
- Expenses
- Total purchases and other expenses recorded over a period of time.
- Increase/(Decrease) in Net Assets, or Profit/(Loss)
- The difference between total income and total expenses.

Accrual Policy

Purpose

To establish consistent guidelines for recognizing and recording prepaid expenditures based on Average Daily Attendance (ADA) and timing, ensuring compliance with generally accepted accounting principles (GAAP) and sound financial management practices.

Policy Overview

Prepaid expenditures will be evaluated based on two primary factors:

1. Whether the expenditure pertains to the current or a future fiscal year
2. The amount of the expenditure in relation to the ADA-based threshold

1. Current Fiscal Year Expenditures

Below Threshold

If an expenditure is related to the current fiscal year and falls below the applicable threshold based on the school's ADA (see table below), the full amount will be immediately expensed in the current fiscal year.

Above Threshold

If the expenditure is related to the current fiscal year and exceeds the ADA-based threshold, it will be amortized over the applicable period within the fiscal year, in accordance with GAAP.

2. Future Fiscal Year Expenditures

Regardless of the amount, any expenditure that relates to a future fiscal year will be recorded as a prepaid expense and expensed in the appropriate fiscal year, regardless of whether it is above or below the threshold.

3. ADA-Based Expense Threshold Table

ADA Range	Expense Threshold

1 – 300	\$5,000

301 – 500	\$7,500

501 – 1,000	\$10,000

1,001 – 1,500	\$15,000

1,501 – 2,000	\$20,000

2,001 – 3,000	\$25,000

3,001 and above	\$30,000

4. Rationale

This policy ensures materiality thresholds are observed based on organizational size, promotes consistency in accounting treatment, and supports transparency in financial reporting for both unrestricted and restricted funds.

Basic Accounting Formula

All transactions are posted to one or more accounts, and every recorded transaction must balance, which means debits must equal credits.

Asset accounts will always equal the total of all liability and equity accounts. For nonprofit organizations, net asset is equity. For organizations that are for-profit, the term equity is associated with retained earnings. If the basic accounting formula is out of balance, the cause is always an incorrect transaction posting in which debits did not equal credits. Electronic accounting software rarely has an out-of-balance transaction because controls are built into the software.

Charter school assets include accounts that give value to the charter school, such as cash, accounts receivable, inventory, and property.

Charter school liabilities are those accounts that reduce the charter school's value, such as accounts payable, debts, or loans payable.

When total assets are greater than total liabilities, the net value (total of all assets minus total of all liabilities) represents the true value of the charter school, otherwise known as its equity, or positive net assets.

The basic accounting formula may be expressed in two ways:

Assets = Liabilities + Equity or

Assets - Liabilities = Equity

If a charter school's total assets are less than its total liabilities, the charter school will have negative equity or negative net assets. This means that the charter school owes more than it has in asset value and is an obvious warning sign; charter schools that fail for financial reasons typically have negative equity or net Assets.

The equity or net assets accounts are operated in a unique manner. Net assets or equity contains the net result of transactions summarized in all income and expense accounts since the charter's inception. At the end of the period being recorded, the income and expense accounts are totaled. The net result is added or deducted from the net assets or equity account. When there is a net profit or excess revenue over expenses, that positive amount increases net assets in the balance sheet. Equity or net assets link the balance sheet accounts (assets, liabilities, and equity) with the income and expense accounts.

Alternative Form Account Codes

The following account codes for the alternative form are reproduced from the 2016 *California School Accounting Manual*, which can be found at <http://www.cde.ca.gov/fg/ac/sa/documents/csam2016complete.pdf>. The codes shown correspond to the SACS object codes and are listed as they usually appear in the Charter School Unaudited Actuals Financial Report - Alternative Form. The list of codes is comprehensive and, because of block grant funding for charter schools, includes more codes than most charter schools will use. The alternative form, user's guide, and additional information about charter school year-end financial reporting are posted near the end of each fiscal year at <http://www.cde.ca.gov/fg/sf/fr>.

When the state or federal government creates a new funding source (one-time funds have been most common) the California Department of Education (CDE) will provide guidance on what object code or resource code should be used to track those (e.g., college readiness, teacher effectiveness, clean energy, common core, etc.). Rather than creating its own unique codes, a charter school should wait for the CDE to announce the coding so later corrections are not needed.

Code Title

8000–8999 REVENUES AND OTHER FINANCING SOURCES

8000–8799 Revenues

8010–8099 LCFF Sources

8010–8019 Principal Apportionment

8011 LCFF State Aid — Current Year

8012 Education Protection Account State Aid — Current Year

8015 Charter Schools General Purpose Entitlement — State Aid (valid through 2012-13)

8019 LCFF/Revenue Limit State Aid — Prior Years

8020–8039 Tax Relief Subventions

8021 Homeowners' Exemptions

8022 Timber Yield Tax

8029 Other Subventions/In Lieu Taxes 8040–

8079 County and District Taxes

8041 Secured Roll Taxes

8042 Unsecured Roll Taxes

8043 Prior Years' Taxes

8044 Supplemental Taxes

8045 Education Revenue Augmentation Fund (ERAF)

8046 Supplemental Educational Revenue Augmentation Fund (SERAF) (valid 2009–10
and 2010–11 only)

8047 Community Redevelopment Funds

8048 Penalties and Interest from Delinquent Taxes

8070 Receipts from County Board of Supervisors

8080–8089 Miscellaneous Funds

8081 Royalties and Bonuses

8082 Other In-Lieu Taxes

8089 Less: Non-LCFF (50 percent) Adjustment

8090–8099 LCFF Transfers

8091 LCFF Transfers – Current Year

8092 PERS Reduction Transfer (valid through 2012-13)

8096 Transfers to Charter Schools in Lieu of Property Taxes (effective 2007-08)

8097 Property Tax Transfers

8099 LCFF/Revenue Limit Transfers—Prior Years

8100–8299 Federal Revenue

8110 Maintenance and Operations (Public Law 81-874)

8181 Special Education—Entitlement

8182 Special Education—Discretionary Grants

8220 Child Nutrition Programs

8221 Donated Food Commodities

8260 Forest Reserve Funds

8270 Flood Control Funds

8280 U.S. Wildlife Reserve Funds

8281 FEMA

8285 Interagency Contracts Between LEAs

8287 Pass-Through Revenues from Federal Sources

8290 All Other Federal Revenue

8300–8599 Other State Revenue

8311 Other State Apportionments—Current Year

8319 Other State Apportionments—Prior Years

8425 Year-Round School Incentive (valid through 2012-13)

8434 Class Size Reduction, Grades K–3 (valid through 2013-14)

8435 Class Size Reduction, Grade Nine (valid through 2008-09)
8480 Charter Schools Categorical Block Grant (valid through 2008-09)
8520 Child Nutrition

8530 Child Development Apportionments
8540 Deferred Maintenance Allowance (valid through 2008-09)
8545 School Facilities Apportionments
8550 Mandated Cost Reimbursements
8560 State Lottery Revenue

8571-8579 Tax Relief Subventions
8571 Voted Indebtedness Levies, Homeowners' Exemptions
8572 Voted Indebtedness Levies, Other Subventions/In Lieu Taxes
8575 Other Restricted Levies, Homeowners' Exemptions
8576 Other Restricted Levies, Other Subventions/In Lieu Taxes

8587 Pass-Through Revenues from State Sources

8590 All Other State Revenue

8600-8799 Other Local Revenue

8610-8629 County and District Taxes
8611 Voted Indebtedness Levies, Secured Roll
8612 Voted Indebtedness Levies, Unsecured Roll

8613 Voted Indebtedness Levies, Prior Years' Taxes
8614 Voted Indebtedness Levies, Supplemental Taxes
8615 Other Restricted Levies, Secured Roll
8616 Other Restricted Levies, Unsecured Roll
8617 Other Restricted Levies, Prior Years' Taxes
8618 Other Restricted Levies, Supplemental Taxes
8621 Parcel Taxes
8622 Other Non-Ad Valorem Taxes
8625 Community Redevelopment Funds Not Subject to LCFF Deduction
8629 Penalties and Interest from Delinquent Non-LCFF Taxes

8631-8639 Sales
8631 Sale of Equipment and Supplies
8632 Sale of Publications
8634 Food Service Sales
8639 All Other Sales
8650 Leases and Rentals
8660 Interest
8662 Net Increase (Decrease) in the Fair Value of Investments

8670-8689 Fees and Contracts
8671 Adult Education Fees

8672 Nonresident Student Fees

8673 Child Development Parent Fees

8674 In-District Premiums/Contributions

8675 Transportation Fees from Individuals

8677 Interagency Services Between LEAs

8681 Mitigation/Developer Fees

8689 All Other Fees and Contracts

8690-8719 Other Local Revenue

8691 Plus: Miscellaneous Funds Non-LCFF (50 percent) Adjustment

8697 Pass-Through Revenue from Local Sources

8699 All Other Local Revenue

8710 Tuition

8780-8799 Interagency Transfers In

8780 Transfers from Sponsoring LEAs to Charter Schools in Lieu of Property Taxes
(valid through 2006-07)

8781 All Other Transfers from Districts or Charter Schools

8782 All Other Transfers from County Offices

8783 All Other Transfers from JPAs

8791 Transfers of Apportionments from Districts or Charter Schools

8792 Transfers of Apportionments from County Offices

8793 Transfers of Apportionments from JPAs

8799 Other Transfers In from All Others

8900–8999 Other Financing Sources

8900–8929 Interfund Transfers In

8911 To Child Development Fund from General Fund

8912 Between General Fund and Special Reserve Fund

8913 To State School Building Fund/County School Facilities Fund from All Other
Funds

8914 To General Fund from Bond Interest and Redemption Fund

8915 To Deferred Maintenance Fund from General, Special Reserve, and Building
Funds (valid through 2012–13)

8916 To Cafeteria Fund from General Fund

8919 Other Authorized Interfund Transfers In

8930–8979 All Other Financing Sources

8931 Emergency Apportionments

8951 Proceeds from Sale of Bonds

8953 Proceeds from Sale/Lease Purchase of Land and Buildings

8961 County School Building Aid

8965 Transfers from Funds of Lapsed/Reorganized LEAs

8971 Proceeds from Certificates of Participation

8972 Proceeds from Capital Leases

8973 Proceeds from Lease Revenue Bonds

8979 All Other Financing Sources

8980–8999 Contributions

8980 Contributions from Unrestricted Revenues

8990 Contributions from Restricted Revenues

8995 Categorical Education Block Grant Transfers (valid through 2008–09)

8997 Transfers of Restricted Balances (valid for 2003–04, 2008–09, and 2009–10 only)

8998 Categorical Flexibility Transfers (valid through 2008–09)

1000–7999 EXPENDITURES AND OTHER FINANCING USES

1000–7499 Expenditures

1000–1999 Certificated Personnel Salaries (for positions that require a credential or permit)

1100 Certificated Teachers' Salaries

1200 Certificated Pupil Support Salaries

1300 Certificated Supervisors' and Administrators' Salaries

1900 Other Certificated Salaries

2000–2999 Classified Personnel Salaries (for positions that do not require a credential or permit)

2100 Classified Instructional Salaries

2200 Classified Support Salaries

2300 Classified Supervisors' and Administrators' Salaries

2400 Clerical, Technical, and Office Staff Salaries

2900 Other Classified Salaries

3000–3999 Employee Benefits (employers' contributions to retirement plans and health and welfare benefits.)

3101 State Teachers' Retirement System, certificated positions

3102 State Teachers' Retirement System, classified positions

3201 Public Employees' Retirement System, certificated positions

3202 Public Employees' Retirement System, classified positions

3301 OASDI/Medicare/Alternative, certificated positions

3302 OASDI/Medicare/Alternative, classified positions

3401 Health and Welfare Benefits, certificated positions

3402 Health and Welfare Benefits, classified positions

3501 State Unemployment Insurance, certificated positions

3502 State Unemployment Insurance, classified positions

3601 Workers' Compensation Insurance, certificated positions

3602 Workers' Compensation Insurance, classified positions

3701 OPEB, Allocated, certificated positions

3702 OPEB, Allocated, classified positions	
3751 OPEB, Active Employees, certificated positions	
3752 OPEB, Active Employees, classified positions	
3801 PERS Reduction, certificated positions (valid through 2012–13)	
3802 PERS Reduction, classified positions (valid through 2012–13)	
3901 Other Benefits, certificated positions	
3902 Other Benefits, classified positions	
4000–4999 Books and Supplies (Expenditures for books and supplies including costs of sales/use tax, freight, and handling charges)	
4100 Approved Textbooks and Core Curricula Materials	
4200 Books and Other Reference Materials	
4300 Materials and Supplies	
4400 Noncapitalized Equipment	
4700 Food	
5000–5999 Services and Other Operating Expenditures (expenditures for services, rentals, leases, maintenance contracts, dues, travel, insurance, utilities, legal, and other operating expenditures)	
5100 Sub agreements for Services	
5200 Travel and Conferences	
5300 Dues and Memberships	
5400 Insurance	
5500 Operations and Housekeeping Services	
5600 Rentals, Leases, Repairs, and Noncapitalized Improvements	5700–
5799 Transfers of Direct Costs	
5710 Transfers of Direct Costs	
5750 Transfers of Direct Costs—Interfund	
5800 Professional/Consulting Services and Operating Expenditures	
5900 Communications	
6000–6999 Capital Outlay (Expenditures for sites, buildings, books, and equipment, including leases with option to purchase; 6100–6500 for modified accrual basis of accounting only)	
6100 Land	
6170 Land Improvements	
6200 Buildings and Improvement of Buildings	
6300 Books and Media for New School Libraries or Major Expansion of School Libraries	
6400 Equipment	
6500 Equipment Replacement	

6900 Depreciation Expense (accrual basis of accounting only) 7000–

7499 Other Outgo

7100–7199 Tuition

7110 Tuition for Instruction Under Inter-District Attendance Agreements

7130 State Special Schools

7141 Other Tuition, Excess Costs, and/or Deficit Payments to Districts or Charter Schools

7142 Other Tuition, Excess Costs, and/or Deficit Payments to County Offices

7143 Other Tuition, Excess Costs, and/or Deficit Payments to JPAs

7200–7299 Transfers of Pass-Through Revenues to Other LEAs

7211 Transfers of Pass-Through Revenues to Districts or Charter Schools

7212 Transfers of Pass-Through Revenues to County Offices

7213 Transfers of Pass-Through Revenues to JPAs

7221 Transfers of Apportionments to Districts or Charter Schools

7222 Transfers of Apportionments to County Offices

7223 Transfers of Apportionments to JPAs

7280 Transfers to Charter Schools in Lieu of Property Taxes (valid through 2006-07)

7281 All Other Transfers to Districts or Charter Schools

7282 All Other Transfers to County Offices

7283 All Other Transfers to JPAs

7299 All Other Transfers Out to All Others 7300–

7399 Transfers of Indirect Costs

7310 Transfers of Indirect Costs

7350 Transfers of Indirect Costs — Interfund

7370 Transfers of Direct Support Costs (valid through 2007–08)

7380 Transfers of Direct Support Costs — Interfund (valid through 2007–08) 7430–

7439 Debt Service

7432 State School Building Repayments

7433 Bond Redemptions

7434 Bond Interest and Other Service Charges

7435 Repayment of State School Building Fund Aid — Proceeds from Bonds

7436 Payments to Original District for Acquisition of Property

7438 Debt Service — Interest

7439 Other Debt Service — Principal

7600–7699 Other Financing Uses

7600–7629 Interfund Transfers Out

7611 From General Fund to Child Development Fund

7612 Between General Fund and Special Reserve Fund

7613 To State School Building Fund/County School Facilities Fund from All Other Funds of the District

7614 From Bond Interest and Redemption Fund to General Fund
7615 From General, Special Reserve, and Building Funds to Deferred Maintenance
Fund (valid through 2012–13)
7616 From General Fund to Cafeteria Fund
7619 Other Authorized Interfund Transfers Out

7630–7699 All Other Financing Uses

7651 Transfers of Funds from Lapsed/Reorganized LEAs
7699 All Other Financing Uses

9000–9999 BALANCE SHEET

9100–9499 ASSETS

9110 Cash in County Treasury
9111 Fair Value Adjustment to Cash in County Treasury
9120 Cash in Bank(s)
9130 Cash in Revolving Fund
9135 Cash with a Fiscal Agent/Trustee
9140 Cash Collections Awaiting Deposit
9150 Investments
9200 Accounts Receivable
9290 Due from Grantor Governments
9320 Stores
9330 Prepaid Expenditures (Expenses)

9340 Other Current Assets

9400–9489 Capital Assets (accrual basis of accounting only)

9410 Land
9420 Land Improvements
9425 Accumulated Depreciation—Land Improvements
9430 Buildings
9435 Accumulated Depreciation—Buildings
9440 Equipment
9445 Accumulated Depreciation—Equipment
9450 Work in Progress

9490–9499 Deferred Outflows of Resources

9490 Deferred Outflows of Resources

9500–9699 LIABILITIES

9500 Accounts Payable (Current Liabilities)

9501–9589 Accounts Payable—Locally Defined (when reporting to CDE, LEAs must roll up
these objects to Object 9500)

9590 Due to Grantor Governments

9610 Due to Other Funds

9620 Due to Student Groups/Other Agencies

9640 Current Loans

9650 Unearned Revenue

9660–9669 Long-Term Liabilities (not used in governmental funds)

9661 General Obligation Bonds Payable

9662 State School Building Loans Payable

9663 Net Pension Liability

9664 Net OPEB Obligation

9665 Compensated Absences Payable

9666 Certificates of Participation (COPs) Payable

9667 Capital Leases Payable

9668 Lease Revenue Bonds Payable

9669 Other General Long-Term Debt

9690–9699 Deferred Inflows of Resources

9690 Deferred Inflows of Resources

9700–9799 FUND BALANCE/NET POSITION

(The following codes and titles for 9700–9790 are valid effective 2011–12.)

9710–9719 Fund Balance, Nonspendable

9711 Nonspendable Revolving Cash

9712 Nonspendable Stores

9713 Nonspendable Prepaid Items

9719 All Other Nonspendable Assets

9720 Reserve for Encumbrances (Budgetary account) (this account is not reported to CDE)

9730–9749 Fund Balance, Restricted

9740 Restricted Balance

9750–9769 Fund Balance, Committed

9750 Stabilization Arrangements

9760 Other Commitments 9770–

9788 Fund Balance, Assigned

9780 Other Assignments

9789–9790 Fund Balance, Unassigned

9789 Reserve for Economic Uncertainties

9790 Unassigned/Unappropriated/Unrestricted Net Position

9791 Beginning Fund Balance

9793 Audit Adjustments

9795 Other Restatements

9796 Net Investment in Capital Assets

9797 Restricted Net Position

9800–9839 Budgetary Accounts (these accounts are not reported to CDE)

9810 Estimated Revenue

9815 Estimated Other Financing Sources
9820 Appropriations
9825 Estimated Other Financing Uses
9830 Encumbrances
9840–9899 Control Accounts (these accounts are not reported to CDE)
9840 Revenue
9845 Other Financing Sources
9850 Expenditures
9855 Other Financing Uses
9910–9979 Nonoperating Accounts (these accounts are not reported to CDE)
9910 Suspense Clearing

Internal Controls

Definition and Importance

Internal controls are the foundation of sound financial management. They include the policies and procedures that help provide reasonable assurance that the charter school is achieving its objectives and goals by doing the following:

- Ensuring that operations are effective and efficient.
- Safeguarding and preserving the organization's assets.
- Promoting successful events and fundraising ventures.
- Protecting against improper disbursements.
- Ensuring that unauthorized obligations cannot be incurred.
- Providing reliable financial information.
- Reducing the risk of, and promoting the detection of, fraud and abuse.
- Protecting employees and volunteers.
- Ensuring compliance with applicable laws and regulations.
- Ensuring accurate documenting of all transactions.

Internal controls include segregating duties according to employees' functions so that one person is not handling a transaction from beginning to end. This is a critical part of a system of checks and balances. Functions that need to be segregated include the following:

- Initiating, authorizing, or approving transactions.
- Executing transactions.
- Recording the transaction.
- Reconciling the transaction.
- Responsibility for the item resulting from the transaction.

To ensure proper internal controls, the duties of custody, recording, and reconciliation should be kept

separate. For example, if the school accountant or bookkeeper collects cash, records activity (including receipts) in the financial system, prepares the deposit slip and reconciles the bank account, with no one else involved in verifying these transactions, there is a definite lack of internal control because there is no separation of duties. This is especially true if no one other than the school accountant or bookkeeper reviews the bank statement and compares it to the original cash receipt documentation. This lack of segregation of duties exposes the school to higher risk of cash skimming, delayed deposits, or other errors or irregularities.

Internal controls protect not only assets such as money and equipment, but also people. For example, establishing effective internal controls for fundraising events significantly reduces the risk that anyone participating in the event will be accused of impropriety. Disagreements among principals or other school administrators, faculty, parents, students and/or community members sometimes result in false accusations. These accusations can be difficult or even impossible to disprove if the organization does not have sound internal controls. Once a person is accused of wrongdoing it is difficult to clear one's reputation even if the accusation is false. Having internal controls in place can prevent such issues from occurring.

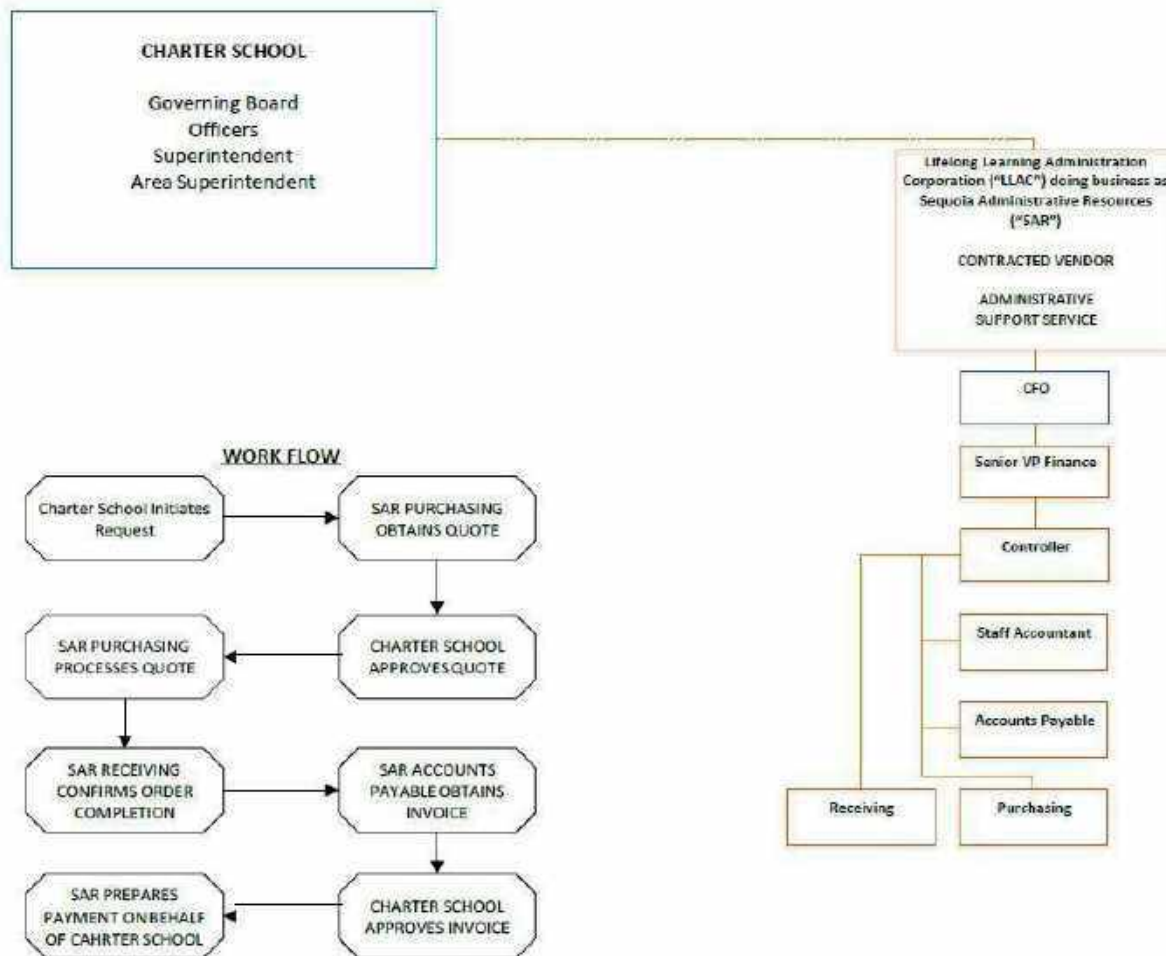
Internal controls are affected by the practices and attitudes of administrators. A charter school should be able to answer the following questions in the affirmative:

Does the school administrator set a good example by following established policies and procedures?

Does the school administrator ensure that all staff, volunteers, and others associated with the school are informed about and follow established policies and procedures?

Does the school provide continual assistance and training for all staff members involved in all aspects of cash management and fundraising? Does the school administrator take action when an infraction occurs? The basic components of internal controls include the following:

- Segregation of duties
 - System of checks and balances
 - Staff cross training
 - Controlled use of prenumbered documents
 - Asset security and restricted access
 - Timely reconciliations
 - Up-to-date inventory records
 - Management review and approval of transactions
 - Comprehensive, up-to-date annual budget
 - Expectation that all staff, including administrators, will follow all internal controls
- Below organizational chart reflects charter school's segregation of duties



To help ensure adequate internal controls, charter school needs to establish, implement and maintain efficient and understandable policies and procedures based on laws, regulations and sound business principles, and communicate them to those involved (e.g., staff). It is essential that all employees, volunteers, and students (when necessary) be aware of expectations regarding internal accounting controls. All individuals who are expected to follow policies and carry out procedures should be trained; more than one person should be trained for each function (cross training).

It is important to have practices and procedures sufficient to assure management that the internal control system is sound. A charter school should prepare and maintain documentation of all policies and procedures, including a detailed accounting policies and procedures manual with standard forms, to provide help and guidance regarding what should occur. The annual independent audit can serve to monitor whether policies and procedures are being followed and to determine compliance with applicable state and federal regulations.

If problems with internal controls are identified through any means, a charter school should act immediately. Standardization should also be used: if something works well in one department or school, consider using it schoolwide and at all schools.

Internal controls are the principal mechanism for preventing and/or deterring fraud or illegal acts, misappropriation of assets, and other fraudulent activities. Good internal controls do not completely

eliminate the chance of errors or fraud, but they reduce risk to an acceptable level. Effective internal controls provide reasonable assurance that the school's operations are effective and efficient, that the financial information is reliable, and that the organization operates in compliance with applicable laws and regulations. Few entities have perfect internal control structures, so it is imperative that managers develop techniques to offset any weaknesses.

A charter school's independent auditor is often the best source to turn to if there is uncertainty about whether a procedure being used is a best practice or should be changed. The charter school engages with a third-party independent auditing firm who is knowledgeable in charter school best practices to review and audit the financial statements for the fiscal year annually and provide an opinion.

Internal Controls Checklist

The following checklist adopted from FCMAT California Charter School Accounting and Best Practices Manual is comprehensive and may be used to evaluate a charter school's internal controls along with other measures such as the charter school's internal audits and the annual independent audit.

A "no" answer to any of the checklist questions indicates a possible internal control weakness that should be investigated and addressed if applicable. The more "no" answers, the greater a charter school's internal control risk and need for attention. Identifying internal control weaknesses and correcting them are vital to successful financial operations in any organization. All charter schools should strive to answer "yes" to as many checklist items as possible. The charter school will review the questionnaire annually to ensure compliance.

Internal Controls Checklist					
		Yes	No	N/A	Comments
1	Does the school have comprehensive board policies and administrative regulations that provide rules and regulations for school governance and operations?				
2	Does the school have a detailed, comprehensive charter school accounting policies and procedures manual?				
3	Has the FCMAT <i>California Charter School Accounting and Best Practices Manual</i> been adopted as part of, or to supplement, the school's policies and procedures?				
4	If the school has adopted its own comprehensive charter school manual, is it reviewed and updated, if necessary, at least annually? Does the update address areas of confusion as well as issues identified in the previous year's audit?				
5	Does the business office provide annual cash handling training for all employees, volunteers and parents who work with school activities that involve cash transactions; and does it retain a signed and dated training attendance log for each training?				
6	Do business office staff visit each school at least annually to provide support and to review internal control procedures used at the school?				
7	Has the business office taken immediate action to correct annual audit findings? Are the schools involved in developing action plans to ensure that the findings do not recur?				
8	Are there at least three governing board members?				
9	Has the charter school avoided components of delegated governance such as sole statutory members?				
10	Does the charter school's budget have detailed budget notes and assumptions that include calculations, references, and other measures of how each budget line item amount was determined?				
11	Are staff who are responsible for monitoring budget versus actual financial reporting doing so regularly and informing managers in a timely manner of any variances of concern?				

Internal Controls Checklist					
		Yes	No	N/A	Comments
12	Are financial reports and other governmental filings, such as tax and information returns, tracked and submitted by the required due dates?				
13	Does the chief financial officer (CFO) or CFO's designee receive and review periodic financial statements and sign and date them to indicate they have been reviewed?				
14	Does the charter school have a conflict of interest code pursuant to the Political Reform Act and Government Code section 87100 and Corporations Code section 5233 for nonprofit organizations?				
15	Do all board members, managers, designated employees and consultants who make, participate in making, or act in staff capacity for making governmental decisions, annually submit conflict of interest Form 700?				
16	Is there a policy prohibiting nepotism in the charter school?				
17	Is there a policy ensuring that board members and administrators abstain from all discussions, negotiations and votes related to any contract in which they have a personal financial interest, and do board members do so by removing themselves from the meeting and ensuring that their abstention and departure are recorded in the board minutes?				
18	Is there a board policy that prohibits commingling and blending of funds?				
19	If there are charter school-related organizations such as charter management organizations, education management organizations or foundations, are all of the transactions between the charter school and charter school-related organizations transparent, documented in detail in memoranda of understanding, and fully disclosed to the charter school's independent auditor?				
20	If intraorganization loans are allowed, are the loans' transactions and balances, and the origin, source and use of the loan funds, transparent, auditable, accountable and approved in writing by the CBO?				
21	Do employees have a mechanism to report questionable or suspicious activities to the school's CBO, executive director or other administrator for investigation?				
22	Does the school provide staff development and training opportunities throughout the year for employees who work in finance and accounting to help increase their skills and effectiveness? Is employees' attendance documented with their signatures?				
23	Is there a contact person in the business office to answer questions or direct them to others who can do so and provide assistance with finance and accounting?				
24	Is the school's accounting and finance recordkeeping computerized? If so, is the software adequate to meet the school's needs?				
25	Are all school computers and accounting software accessible only with a school-provided user ID and password?				

Internal Controls Checklist					
		Yes	No	N/A	Comments
26	Are all school computer and accounting software passwords confidential, safeguarded, and changed periodically?				
27	Is all electronic information backed up at least once a week? Is the backup kept on both an internal computer server and an external cloud-based backup service?				
28	Do managers and administrators allow staff to express concerns about expenditures or other items?				
29	Are employees' travel and other expense reimbursements authorized in advance, documented in detail with receipts and notes explaining the business purpose, and accompanied by an expense reimbursement form?				
30	Is there an insurance policy that is reviewed and updated to ensure it is sufficient to meet the charter school's needs?				
31	Before any disbursement is issued to an independent contractor, does the business office ensure that a valid and signed IRS Form W-9, Request for Taxpayer Identification Number and Certification, is on file?				
32	Does the business office issue 1099s to all independent contractors?				
33	Are all employees who perform work for the school paid through the school's payroll?				
34	Has the business office developed standard forms, processes and systems for school financial operations?				
35	Is every donation accounted for separately and deposited only after it is approved by the governing board or designee?				
36	Is a list of accrued liabilities established and updated regularly?				
37	Is a list of notes payable and lines of credit maintained and updated regularly, with all terms of each individual obligation listed in detail?				
38	Are all supplies tracked to help prevent theft, spoilage, overstocking or understocking, and obsolescence?				
39	Does the charter school maintain cash reserves equal to at least the amount approved in the MOU?				
40	Are all general ledger entries (including audit adjustments, reclassifications and other journal entries) supported by journal vouchers or other documentation that includes a reasonable explanation of each entry?				
41	Is check signing authority limited, and is the check signatory list current?				
42	Does the charter school ensure that staff establish and follow cash receipt control procedures with adequate internal controls for all types of cash collections, including fundraising events?				

Internal Controls Checklist					
		Yes	No	N/A	Comments
43	When cash receipts are brought to accounting for deposit, are staff given adequate time to count the money in the accounting person's presence, and do both individuals sign and date a cash count form indicating that their two counts agree?				
44	Are adequate supplies maintained for cash receipt control procedures, such as prenumbered tickets, prenumbered receipt books, and duplicate cash count forms?				
45	Does the charter school ensure that all staff involved in collecting cash submit both the cash and the appropriate documentation for all cash received?				
46	Does the charter school ensure that cash count forms are used when funds are collected and counted, and that the forms are signed before accounting takes custody of the deposit?				
47	Is cash deposited into the bank account within a few days after it is collected and received, or at least by the last business day of each week?				
48	Is petty cash reconciled monthly to the accounting records, and are all petty cash transactions authorized, supported in detail with receipts, and accompanied by a petty cash reimbursement request?				
49	Are all credit and debit card transactions reconciled to each statement monthly and supported with receipts?				
50	Does the business office prepare the monthly bank reconciliations no later than two weeks after receiving the bank statement? Does the preparer sign and date the bank reconciliation?				
51	Are all bank account reconciling items properly documented?				
52	If bank account reconciliations are not performed within two weeks after receipt of the statement, is an agreement reached regarding when the reconciliation will be complete, and is there follow up to ensure the bank reconciliation is completed?				
53	Is the bank reconciliation reviewed by an administrator and signed and dated?				
54	Are all journal entries and transfers authorized?				
55	Are all outstanding deposits and checks on the bank reconciliation identified and followed up on if they do not clear the bank in a timely manner? (deposits should remain outstanding for no more than two or three days.)				
56	Are all assets, such as furniture, fixtures, buildings, building improvements, leasehold improvements and equipment, properly capitalized or amortized for depreciation?				
57	Are assets that are not capitalized recorded in a fixed asset ledger for inventory?				
58	Are all assets tagged?				
59	Are assets that are transferred to a different location, lost, stolen or obsolete properly tracked, identified and reported?				

Internal Controls Checklist		Yes	No	N/A	Comments
60	Does the charter school ensure that only allowable, preauthorized expenses are paid from school funds?				
61	Does the charter school use prenumbered purchase order forms that are dated and approved before items are purchased?				
62	Are copies of signed purchase orders retained?				
63	Are the checkbook and the check stock stored in a locked, fireproof safe?				
64	Are two signatures required on all checks?				
65	Are checks made to vendors and employees only, not to cash?				
66	Are expenses paid only when preapproval has been obtained and when there is an original invoice and a document that verifies that the goods were received?				
67	Are vendor credits applied to the next available payment?				
68	Are all invoices matched with printed checks or other payment documents and stamped as paid to avoid duplicate payments?				
69	Are vendors and suppliers evaluated for quality of service, license and insurance status, and value received?				
70	Are prepaid expenses identifiable, tracked, and reconciled to the accounting records?				
71	Are all asset accruals, such as receivables, recorded based on accurate and detailed documentation and reconciled to the accounting records?				
72	Are grants and donations that include restrictions properly recorded and reconciled to the accounting records?				
73	Does the business office's sales tax report include sales and use tax when applicable?				
74	Is there a log that identifies all individuals who have access to the school safe?				
	_____ _____ Signature Date				

In addition to having sound internal controls, a charter school should control access to the business office where transactions are processed (e.g., the bookkeeper's office). Easy or uncontrolled access to the business office creates the opportunity for fraud. At the same time, however, the charter school's business office should be sufficiently accessible to conduct business and meet customers' needs. Access should be controlled, especially during times of heavy traffic. A split door is one solution that allows questions to be answered without granting easy access to the office.

Strong internal controls help increase both the actual and perceived likelihood of detecting fraud. Those who believe they are likely to be caught committing fraud are usually less inclined to do so. Limiting access, and installing surveillance cameras with warning signs, can create strong deterrents.

Whistleblower Hotlines and Fraud Reporting Websites Charter schools should consider establishing or

becoming part of an independent third-party whistleblower hotline and/or a web-based fraud reporting service to make it easier for staff to communicate issues they encounter, and to communicate to staff that there is a mechanism for reporting fraud. Fraud is less likely to occur when people believe they are more likely to get caught if they attempt it.

To report financial abuse, individuals or employees can contact the confidential Financial Abuse Hotline by calling **(877) 358-5779**. Reports made through the hotline are completely anonymous and treated with the utmost confidentiality. Each report is given careful attention, investigated, and handled promptly and discreetly.

Chapter 5 - Basic Accounting, Financial Reporting and Audits

Annual Audit and Unaudited Actuals Financial Reporting

Charter schools in California are required to follow and adhere to generally accepted accounting principles (GAAP); failure to do so may result in revocation of a charter. Charter schools can process accounting transactions and prepare financial reports for unaudited and auditing purposes using either the nonprofit reporting method, or governmental accounting standards. The charter petition should state which method of reporting the charter school will use.

California Code of Regulations (CCR), Title 5, section 15071 requires that charter schools follow the California School Accounting Manual (CSAM), issued by the CDE's School Fiscal Services Division. The CSAM provides guidance for school district and charter school accounting and is available from the CDE's website at www.cde.ca.gov/fg/ac/sa. All charter school accounting personnel should be familiar with and have access to this manual. The charter school follows the audit requirements set forth in 2 CFR 200.501

Nonprofit Reporting Standards

The charter school is organized as nonprofit public benefit corporations 501 (c) 3 and use nonprofit financial reporting standards.

Nonprofit financial statements are prepared using standards established by the Financial Accounting Standards Board (FASB) and are detailed in the FASB Accounting Standards Codification (ASC). FASB accounting standards are also known as GAAP accounting standards, though commonly referred to as GAAP codification. FASB ASC 958-210, Not-for-Profit Entities Balance Sheet, addresses reporting for nonprofits.

Although the financial reports are prepared using nonprofit reporting methods, the charter schools is considered local government entity; therefore, the independent audit must be conducted based on governmental auditing standards and the provisions listed in the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel (EAAP) and available at www.eaap.ca.gov.

Governmental Accounting Standards Reporting

Charter schools are authorized by governmental entities, funded primarily with state aid, and overseen by a local or state government authorizer; therefore, charter schools are considered

local educational entities and must prepare their audited financial statements based on governmental accounting standards.

Governmental accounting standards reporting includes the financial position of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of a charter school.

The governmental accounting standards require extensive and comprehensive reporting;

reconciliation between the governmental funds balance sheet and the statement of net assets; reconciliation between the governmental funds statement of revenues, expenditures, and changes in fund balances and the statement of activities; and many other reporting statements and analyses.

Reporting with the LEA or Separately

The Charter schools is operated as a nonprofit public benefit corporation therefore follows nonprofit reporting standards and issue a separate unaudited actual report and audited financial statements.

Governmental Accounting Standards Board (GASB) statements 14, *The Financial Reporting Entity*; 39, *Determining Whether Certain Organizations Are Component Units*; and 61, *The Financial Reporting Entity*, provide guidance about whether a charter school's financial reporting should be combined with that of the authorizing LEA or performed separately.

A charter school that is part of the same reporting entity as its authorizing LEA should be included in the LEA's financial statements and should submit its unaudited actuals and annual audited actuals to the CDE as part of the LEA's combined financial reporting. When a charter school is part of its authorizing LEA, the LEA's independent audit firm will audit the charter school, and this financial information will become a component of the LEA's audited financial figures.

Auditing Standards

Both nonprofit and governmental methods of accounting and reporting require annual independent audits of the charter school using generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the *Comptroller General of the United States*. Government auditing standards are also known as the Yellow Book. The Yellow Book contains the standards for audits of government organizations, programs, activities and functions; it is published by the United States Government Accountability Office (www.gao.gov).

Federal and State Compliance Audit Standards

Charter schools must also comply with federal and state assurances and requirements for LCFF certification, after-school education, facility grants, instructional minutes, Common Core State Standards, and other entitlement or grant funds. The state compliance requirements can be found in *Standards and Procedures for Audits of California K-12 Local Education Agencies*, which is published by the EAAP and is updated annually.

To better prepare for all of the California State Controller's Office (SCO's) reporting requirements, those responsible for charter school operations should visit the EAAP web site at www.eaap.ca.gov and obtain a copy of the state compliance requirements and the audit procedures. This information can help a charter school verify its compliance before the annual audit and thus avoid audit findings.

CDE and State Controller's Annual Audit Report Requirements

The CDE (see <http://www.cde.ca.gov/fg/au/ag/submitaudittrpt.asp>) requires that charter school audit reports be submitted electronically in either unsecured Adobe Acrobat (.pdf) (preferred) or Microsoft Word format and include the independent auditor's electronic signature. Electronic audit reports may be submitted on compact disc (CD) by mail or transferred electronically via the exFiles File Transfer System.

Audit reports must be filed annually by December 15 with the CDE, the SCO, the local county superintendent of schools, and, if applicable, the chartering entity. Charter schools should choose only one method of submission. Submissions on a CD are to be mailed to:

California Department of Education School Fiscal Services Division Audit Resolution Staff
1430 N Street, Suite 3800
Sacramento, CA 95814

The SCO website at http://sco.ca.gov/audit_k12_leas_audit_report_requirements.html and http://www.sco.ca.gov/audit_where_to_submit_audit_reports.html lists specific requirements for charter schools.

First Year Audit

New charter schools, once approved by their authorizer's governing board, are required to prepare unaudited financial statements, and be audited their first fiscal year ending June 30 *if any financial activity occurs*.

Although a charter school may not receive apportionment funding or serve students during this first fiscal period, many charter schools receive startup grant revenues, revolving fund loans, donations, and other revenues, and have start-up expenditures during this time. When a charter school has financial activity, regardless of how small or short-lived, it is required to prepare unaudited financial statements and receive an independent audit for its first fiscal year.

Consolidated Financial Reporting

Any charter school that enters into a relationship with a charter school-related organization (CSRO) must evaluate whether GAAP requires these entities to be consolidated for financial reporting purposes. The charter school's management should fully disclose these relationships to its independent auditor for proper determination of reporting requirements.

Consolidation of a charter school's financial statements with those of a related entity depends on two factors: *Economic interest and control*.

- An *economic interest* in another entity exists when another entity holds or provides significant services to the organization, or the organization is responsible for another entity's liabilities.

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- *Control* is the direct or indirect ability to determine the direction of an organization's management and policies. An organization that has a majority voting interest in the governing board of another entity or other delegated governance may have control of that entity. Control may be exercised if an entity has the direct or indirect ability to appoint individuals that together constitute a majority of the votes of that entity's governing board. Further, if one organization approves a majority of another entity's governing board, that organization has the indirect ability to determine the direction of the other entity's management and policies.

Depending on whether economic interest and control exist, the consolidation of the charter schools and the CSRO's financial statements can be required, optional, or not allowed, as follows:

- Required: An organization that has both an economic interest in and control of another entity through a majority voting interest in the other entity's governing board should prepare consolidated financial statements. If a sole statutory member has a controlling financial interest through ownership of a majority voting interest, consolidation of financial statements is required.
- Optional: If an organization has both an economic interest in and control of another entity, but that control is other than a majority voting interest, such as through a contract or affiliation agreement, consolidation is permitted but not required.
- Not Allowed: An organization that has neither an economic interest nor control of another entity should not issue consolidated financial statements.

The structure of the relationship between a charter school and another entity ultimately determines whether consolidated financial statements are required or optional. When establishing a relationship with any organization, the level of economic interest and control should be considered and fully disclosed to the charter school's authorizer, legal counsel, and independent auditor.

Standard Financial Statements

Preparing financial statements and communicating key financial information are vital accounting functions. Financial statements are used to help make decisions and monitor the achievement of financial objectives. They are also a standard method of communicating and providing information to parties outside of the charter school.

Charter schools should prepare basic financial statements at year end and as needed throughout the year for reporting. Basic financial statements should be maintained organization wide and must include the following:

- **Statements of Financial Position** — These show the charter school's assets, liabilities, and net assets, and classify assets and liabilities as current or noncurrent/long-term.
- **Statements of Activities** — These present support, revenues, expenses, and other changes in the charter school's net assets, by category of net asset (unrestricted, temporarily restricted, and permanently restricted).

Frequency of Preparation

The objective of a charter school's back-office service provider is to record and account for

financial data accurately and prepare accurate financial statements in accordance with GAAP and distribute them in a timely and cost-effective manner. To fulfill this responsibility, the following is adopted:

A standard set of financial statements is produced monthly for presentation at the scheduled meeting of the governing board. These statements should include comparisons of actual year-to-date revenues and expenses with year-to-date budgeted amounts. In addition, when appropriate or applicable to include supplemental information on activities, by department and function (and/or by program or grant), whenever possible.

The monthly set of financial statements is prepared using or accrual basis of accounting, including the year-end reports. Year-end reports include all of the following as of June 30:

- Receivables
- Prepaid accounts
- Accounts payable
- Loans/notes payable
- Accruals
- Depreciation and amortization expense

Review and Distribution

The CFO should review and approve all financial statements and supporting schedules. Both the preparer and the CFO, area superintendent or designee should sign financial reports upon completion.

The complete and final set of financial statements should include any supplemental schedules described above and, after approval by the CFO or designee, should be distributed to the following individuals:

- All members of the of the governing board
- Chief executive officer, Superintendent of Schools, Area Superintendent or designee, School principals and any other employees who have budget monitoring responsibilities receives the budget versus actual report for comparison and review.

Financial statements should include multiyear financial projections, fund balance and Average Daily Attendance (ADA) information.

Annual Financial Statements

The CFO, Designee or independent auditor should formally present the charter school's annual financial statements to the full governing board at a public board meeting. Before this presentation, the CFO, Designee, or independent auditor will often meet upon request with the charter school's governing board to provide additional detail and/or answer more specific questions.

Filing Information Returns and Forms

The CFO is responsible for ensuring that the charter school follows all filing requirements. Charter schools should adopt, and follow, policy to communicate the importance of filing complete and accurate returns.

The following list includes reports and returns the charter school is required to file. Assume

fiscal year ending June 30:

1. Form 990, Return of Organization Exempt from Income Tax — annual information return of tax-exemption of the charter school, filed with IRS — is due on November 15.
2. Form 990-T, Exempt Organization Business Income Tax Return — annual tax return to report any unrelated trade or business activities filed with the IRS — is due on November 15.
3. Form 199, Exempt Organization Annual Information Statement or Return (California) — filed with the Franchise Tax Board — is due on November 15.
4. Form 5500, Annual Return/Report of Employee Benefit Plan — annual return developed by the IRS, Department of Labor, and Pension Benefit Guaranty Corporation for employee benefit plans to satisfy annual reporting requirements of Title I and Title IV of the Employee Retirement Income Security Act (ERISA) and of the Internal Revenue Code — is due on November 15.
5. Federal and state payroll returns — depending on the size of the employment tax liability — filed quarterly or annually.
6. Form RRF-1, Registration/Renewal Fee Report to Attorney General of California — to assist the Attorney General's Office with early detection of charity fiscal mismanagement and unlawful diversion of charitable assets — is due on November 15. This form is not applicable for the Charter school.
7. SF-SAC, the data collection form for reporting audits of state, local government, and nonprofit organizations — the Office of Management and Budget requires that all Forms SF-SAC and single audit submissions be submitted on the Federal Audit Clearinghouse (FAC) Internet Data Entry System. The audit shall be completed, and the data collection form and reporting package shall be electronically transmitted within 30 days after receipt of the auditor's report(s) or within nine months after the end of the audit period, whichever is earlier.
8. Form 1099, Miscellaneous Income — Report to the IRS on certain types of income; normally for independent vendors — is due to vendors by January 31, and due to the IRS by February 28.
9. Form 1096, Annual Summary and Transmittal of U.S. Information Returns — to transmit paper forms 1097 (Bond Tax Credit), 1098 (Mortgage Interest Statement), 1099, 3921 (Exercise of an Incentive Stock Option), 3922 (Transfer of Stock Acquired Through an Employee Stock Option Plan), 5498 (IRA Contribution Information), and W-2G (Certain Gambling Winnings) to the IRS — is due by February 28.
10. Form W-2, Wage and Tax Statement — report to the IRS on employee wage and salary information as well as the amount of federal, state and other taxes withheld from their paycheck— due to employees and the IRS no later than January 31 following the close of the tax year,
11. Form W-3, Transmittal of Wage and Tax Statements — report summary of all Forms W-2 issued by an employer in one return, including the total amount of employees during the

tax year — due to the IRS no later than January 31 following the close of the tax year.

All annual tax and information returns (e.g., Form 990, Form 990-T) should be filed using the accrual basis of reporting.

Unrelated Business Activities

An activity is considered unrelated business (and is subject to unrelated business income tax) if it meets three requirements:

- It is a trade or business
- It is regularly carried on, and
- It is not substantially related to furthering the tax-exempt purpose of the organization.

There are a number of modifications, exclusions, and exceptions to this general definition. Additional information can be found at [https:// www.irs.gov/charities-non-profits/unrelated-business-income-defined](https://www.irs.gov/charities-non-profits/unrelated-business-income-defined).

Each unrelated business activity must be identified and classified separately.

Using the guidelines in the Internal Revenue Code and underlying regulations, a charter school should identify and classify income-producing activities that are unrelated to the charter school's tax-exempt purpose. Such income must be kept in separate accounts in the charter school's general ledger to facilitate tracking and accumulation of unrelated trade or business activities.

Unrelated trade or business activities are reported in IRS Form 990-T. This form is not subject to any public access or disclosure requirements. Accordingly, it should be the policy of the charter school to distribute copies of Form 990-T only to the charter school's management and board of directors.

Chapter 6 – Conflict of Interest and Gift of Public Funds

Conflict of Interest

A conflict of interest exists when an individual has a personal financial interest in the outcome of a public decision and does either of the following:

1. Participates in decision-making related to that item.
2. Influences, or attempts to influence, others making a contract or decision related to that item.

Statutes that govern conflicts of interest include the Political Reform Act of 1974 (PRA), starting at Government Code section 87100; Government Code section 1090; and, for those charters that are operated by nonprofit public benefit corporations, Corporations Code section 5233.

Conflicts of interest are prohibited in four ways:

- First, there is an absolute prohibition against a public official making a contract in which the official has a personal interest. This is specified in Government Code section 1090. A contractual conflict of interest can be cured by public disclosure and abstention if it fits the definition of a remote interest under Government Code section 1091. Government Code section 1091.5 defines certain “non-interests” that do not constitute conflicts and do not require either disclosure or abstention.

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- Second, there is a prohibition against any public officer or employee participating in, or attempting to influence, a decision in which he or she has a material financial interest that affects a source of his or her income, different from the effect on the public in general. This is specified in the Political Reform Act.
 - Third, Corporations Code section 5233 prohibits the member of the board of a nonprofit public benefit corporation from engaging in self-dealing transactions with the board in which the affected board member has a material financial interest. Annually the governing board will review the vendor and contractor list to ensure compliance.
 - Fourth, in addition to these statutory provisions there is a general common law prohibition against conflicts of interest that has long been recognized by the courts and prohibits public officials from placing themselves in a position where their private, personal interests may conflict with their official duties.

The California Legislative Counsel issued an opinion to a member of the state Legislature on January 20, 2015 regarding, among other topics, conflicts of interest. The opinion concludes as follows:

In summary, it is our opinion that a charter school is subject to the Ralph M. Brown Act, the California Public Records Act, the conflict-of-interest provisions of the Political Reform Act of 1974, and Government Code section 1090. It is also our opinion that the conflict-of-interest provisions of the Political Reform Act of 1974 and Government Code section 1090 apply concurrently with the conflict-of-interest provisions of Corporations Code section 5233 to a member of the governing body of a charter school, operated by a nonprofit public benefit corporation, who is also a director of that corporation.

Government Code 1090—Financial Interest of Public Officials, Officers and Employees

Government Code 1090 is described in detail in a January 20, 2015 opinion from the Legislative Counsel provided to a member of the state Legislature. Pages 11-12 of the Legislative Counsel's opinion apply to charter schools and state the following about Government Code 1090:

Section 1090 prohibits members of the Legislature and officers and employees of the entities enumerated in that section from having a financial interest in any contract made by the enumerated entity, as follows:

“1090. Members of the Legislature, state, county, district, judicial district and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.

“As used in this article, ‘district’ means any agency of the state formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries.”

Section 1090 contains two prohibitions: one concerning contracts and one concerning purchases or sales. The first prohibits an officer or employee of the enumerated entities from being financially

interested in a contract made by the officer or employee in his or her official capacity or by a body or board of which the officer or employee is a member. The second prohibits an officer or employee of the enumerated entities from making, in his or her official capacity, either a purchase from the entity or a sale to the entity.

As used in section 1090, the term “financially interested” refers to any financial interest that might interfere with the officer or employee’s unqualified devotion to his or her public duty; it “may be direct or indirect and includes any monetary or proprietary benefits, or gain of any sort, or the contingent possibility of monetary or proprietary benefits.” (See *People v. Watson* (1971) 15 Cal.App.3d 28, 37.) A public official has a financial interest in a contract made by him or her in that capacity when it is reasonably foreseeable that the contract may have a financial effect on any source of his or her income if he or she might profit from the contract. (*People v. Honig* (1996) 48 Cal.App.4th 289, 333; hereafter *Honig*.) It is not necessary to establish a direct dependency between the contract and any actual profit; if the contract benefits an entity from which income flows to the official, it is both speculative and irrelevant that as a result of the contract the income would or would not remain the same, because the statute is aimed at the mere “possibility of any personal influence.” (*Id.* at p.344, emphasis in original.)

In addition, the fact that a contract is fair and untainted by fraud or would be more advantageous to the entity than others might be, is irrelevant to the determination of the existence of an interest forbidden under section 1090. (*Thomson v. Call* (1985) 38 Cal.3d 633, 649 (hereafter *Thomson*); *Stigall v. City of Taft* (1962) 58 Cal.2d 565, 569-570; *People v. Vallergera* (1977) 67 Cal.App.3d 847, 865.) “Any direct or indirect financial interest in the subject matter is sufficient to taint the contract with illegality if the interest be such as to effect [sic] the judgment and conduct of the officer either in the making of the contract or in its performance.’ [Citation.]” (*Marin County v.*

Messner (1941) 44 Cal.App.2d 577, 590.) The California Supreme Court in *Thomson, supra*, at pages 649 and 650, stated as follows:

“California courts have consistently held that the public officer cannot escape liability for a section 1090 violation merely by abstaining from voting or participating in discussions or negotiations... Mere membership on the board or council establishes the presumption that the officer participated in the forbidden transaction or influenced other members of the council.... Similarly, the full disclosure of an interest by an officer is also immaterial, as disclosure does not guarantee an absence of influence. To the contrary, it has been suggested that knowledge of a fellow officer’s interest may lead other officers to favor an award which would benefit him.” (Fns. & citations omitted.)

A contract in which a public officer is interested is void, not merely voidable. (*Thomson, supra*, 38 Cal.3d at p.646, fn. 15; see also § 1092.) And if a transaction comes within the restrictions of section 1090, the governmental body or board itself is not permitted to act on the matter, even if the interested member refrains from participating in the transaction. (*City of Imperial Beach v. Bailey* (1980) 103 Cal.App.3d 191, 195; *Fraser-Yamor Agency, Inc. v. County of Del Norte* (1977) 68 Cal.App.3d 201, 211-212.)

Injunctive relief may be provided if the contract has not yet been performed. (*Thomson, supra*, 38 Cal.3d at p. 646, fn. 17.) Furthermore, a willful violation of section 1090 is punishable by a fine not to exceed \$1,000, or by imprisonment in the state prison, and by disqualification from

holding any office in this state. (§ 1097.) A violation of section 1090 may be prosecuted by either the local district attorney or the Attorney General. (See *Honig, supra*, 48 Cal.App4th at pp.353-356.)

Certain financial interests are excluded from the prohibition set forth in section 1090. Section 1091 defines certain financial interests as “remote,” and provides that an officer will not be deemed to be “interested” in any contract entered into by a board of which he or she is a member if the member has only a remote interest in that contract. For example, the interest of a parent in the earnings of his or her minor child for personal services is defined as a remote interest. (§1091, subd. (b)(4).) Section 1091.5 specifies certain interests that are not financial interests for the purposes of section 1090, including, for example, the financial interest of a spouse of an officer or employee of an entity enumerated in that section if his or her spouse’s employment or office holding has existed at least one year prior to his or her election. (§ 1091.5, subd. (a)(6).) Further exclusions from section 1090 are made in section 1091.1 for a financial interest in a contract relating to certain subdivided lands, and in section 1091.2 for certain private industry councils. A member having a remote financial interest under section 1091 must disclose that interest to the board and abstain from voting on that contract. (§ 1091, subd. (a).) The board must note the remote interest in the official records and authorize, approve, or ratify the contract in good faith by a sufficient vote. (*Ibid.*)

Political Reform Act — Disclosure and Conflicts of Interest

The Political Reform Act (PRA) found in Government Code sections 81000 - 91014, was enacted to identify prohibited conflicts of interests for state and local officials and certain public employees and to establish a process for these individuals to publicly disclose their personal economic interests.

Disclosure: Section 81002 of the PRA states: Assets and income of public officials which may be materially affected by their official actions should be disclosed and in appropriate circumstances the officials should be disqualified from acting in order that conflicts of interest may be avoided. Government Code Section 81002(c).

The PRA’s provisions are enforced by the Fair Political Practices Commission (FPPC). The FPPC is the state agency responsible for interpreting the provisions of the law and issuing California Form 700 – Statement of Economic Interests.

The FPPC website (<https://www.fppc.ca.gov/Form700.html>) states:

Every elected official and public employee who makes or influences governmental decisions is required to submit a Statement of Economic Interest (sic), also known as the Form 700. The Form 700 provides transparency and ensures accountability in two ways:

1. It provides necessary information to the public about an official’s personal financial interests to ensure that officials are making decisions in the best interest of the public and not enhancing their personal finances.
2. It serves as a reminder to the public official of potential conflicts of interest so the official can abstain from making or participating in governmental decisions that are deemed conflicts of interest.

Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement (or the twelve months prior to assuming the position, if filing an assuming office statement) are reported on the Form 700, depending on the relevant disclosure category(ies) in the public agency's conflict of interest code.

Because charter schools are considered public agencies for purposes of the Political Reform Act, the PRA requires them to adopt conflict of interest codes, which identify those positions required to complete a Form 700 and the applicable disclosure categories for each designated position.

Charter school board members and other designated individuals must file Form 700 annually, when they take office or begin in a position, and upon leaving office. Usually, Form 700 must be filed by April 1 of each year, and within 30 days of assuming or leaving office or their position, unless an exception applies.

The Form 700 Reference Pamphlet states: In addition, certain consultants to public agencies may qualify as public officials because they make, participate in making, or act in a staff capacity for governmental decisions. Agencies determine who is a consultant and the level of disclosure and may use Form 805.

The Form 700, Statement of Economic Interests is updated annually. The current Form 700 and Reference Pamphlet are available at [http:// www.fppc.ca.gov/Form700.html](http://www.fppc.ca.gov/Form700.html).

Conflicts of Interest: The Political Reform Act not only requires disclosure of economic interests; it also identifies prohibited conflicts of interests. The FPPC Regulations (found in Title 2 of the California Code of Regulations) provide additional information on what qualifies as a prohibited conflict of interest.

Section 18700(a) of the FPPC Regulations reads: “A public official at any level of state or local government has a prohibited conflict of interest and may not make, participate in making, or in any way use or attempt to use his or her official position to influence a governmental decision when he or she knows or has reason to know he or she has a disqualifying financial interest. A public official has a disqualifying financial interest if the decision will have a reasonably foreseeable material financial effect, distinguishable from the effect on the public generally, directly on the official, or his or her immediate family, or on any financial interest described in subdivision (c)(6)(A-F) herein. (Sections 87100, 87101, & 87103.)”

FPPC Regulation Section 18700(d) gives four steps “to determine whether a public official has a prohibited conflict of interest [:]”

Step One: Is it reasonably foreseeable that the governmental decision will have a financial effect on any of the public official's financial interests? The criteria for determining financial effect is contained in FPPC Regulation Section 18701, “Determining Whether a Financial Effect Is Reasonably Foreseeable,” which reads:

(a)Financial Interest Explicitly Involved: A financial effect on a financial interest is presumed to be reasonably foreseeable if the financial interest is a named party in, or the subject of, a governmental decision before the official or the official's agency. A financial interest is the

subject of a proceeding if the decision involves the issuance, renewal, approval, denial or revocation of any license, permit, or other entitlement to, or contract with, the financial interest, and includes any governmental decision affecting a real property financial interest as described in Regulation 18702.2(a)(1)-(6).

(b) Financial Interest Not Explicitly Involved in Decision: A financial effect need not be likely to be considered reasonably foreseeable. In general, if the financial effect can be recognized as a realistic possibility and more than hypothetical or theoretical, it is reasonably foreseeable. If the financial result cannot be expected absent extraordinary circumstances not subject to the public official's control, it is not reasonably foreseeable. In determining whether a governmental decision will have a reasonably foreseeable financial effect on a financial interest other than an interest described in subdivision (a), the following factors should be considered. These factors are not intended to be an exclusive list of all the relevant facts that may be considered in determining whether a financial effect is reasonably foreseeable but are included as general guidelines.

1. The extent to which the occurrence of the financial effect is contingent upon intervening events, not including future governmental decisions by the official's agency, or any other agency appointed by or subject to the budgetary control of the official's agency.
2. Whether the public official should anticipate a financial effect on his or her financial interest as a potential outcome under normal circumstances when using appropriate due diligence and care.
3. Whether the public official has a financial interest that is of the type that would typically be affected by the terms of the governmental decision or whether the governmental decision is of the type that would be expected to have a financial effect on businesses and individuals similarly situated to those businesses and individuals in which the public official has a financial interest.
4. Whether a reasonable inference can be made that the financial effects of the governmental decision on the public official's financial interest might compromise a public official's ability to act in a manner consistent with his or her duty to act in the best interests of the public.
5. Whether the governmental decision will provide or deny an opportunity or create an advantage or disadvantage for one of the official's financial interests, including whether the financial interest may be entitled to compete or be eligible for a benefit resulting from the decision.
6. Whether the public official has the type of financial interest that would cause a similarly situated person to weigh the advantages and disadvantages of the governmental decision on his or her financial interest in formulating a position.

Step Two: Will the reasonably foreseeable financial effect be material? The criteria for ascertaining materiality are contained in FPPC Regulation Section 18702, "Materiality Standards," which reads:

(a) In order to determine if a governmental decision's reasonably foreseeable financial effect on a financial interest is material, for a governmental decision that affects:

- (1) A financial interest in a business entity, - apply Regulation 18702.1;

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- (2) A financial interest in real property, - apply Regulation 18702.2;
 - (3) A financial interest in a source of income, - apply Regulation 18702.3;
 - (4) A financial interest in a source of gifts, - apply Regulation 18702.4;
 - (5) The public official's personal finances, or those of a member of his or her immediate family, - apply Regulation 18702.5;

(b) Notwithstanding Regulations 18702.1 through 18702.5, the financial effect of a governmental decision is not material if it is nominal, inconsequential, or insignificant.

Step Three: Can the public official demonstrate that the material financial effect on the public official's financial interest is indistinguishable from its effect on the public generally? The criteria for answering this question are contained in FPPC Regulation Section 18703, "Public Generally," which reads:

(a) General Rule. A governmental decision's financial effect on a public official's financial interest is indistinguishable from its effect on the public generally if the official establishes that a significant segment of the public is affected and the effect on his or her financial interest is not unique compared to the effect on the significant segment.

(b) A significant segment of the public is at least 25 percent of:

(1) All businesses or non-profit entities within the official's jurisdiction.

(2) All real property, commercial real property, or residential real property within the official's jurisdiction; or

(3) All individuals within the official's jurisdiction.

(c) A unique effect on a public official's financial interest includes a disproportionate effect on:

(1) The development potential or use of the official's real property or on the income producing potential of the official's real property or business entity.

(2) An official's business entity or real property resulting from the proximity of a project that is the subject of a decision.

(3) An official's interests in business entities or real properties resulting from the cumulative effect of the official's multiple interests in similar entities or properties that is substantially greater than the effect on a single interest.

(4) An official's interest in a business entity or real property resulting from the official's substantially greater business volume or larger real property size when a decision affects all interests by the same or similar rate or percentage.

(5) A person's income, investments, assets or liabilities, or real property if the person is a source of income or gifts to the official.

(6) An official's personal finances or those of his or her immediate family.

(d) "Jurisdiction" means the jurisdiction of the state or local government agency as defined in Section 82035, or the designated geographical area the official was elected to represent, or

the area to which the official's authority and duties are limited if not elected.

(e) Specific Rules for Special Circumstances. The financial effect on a public official's financial interest is deemed indistinguishable from that of the public generally if the official establishes:

(1) Public Services and Utilities. The decision establishes or adjusts assessments, taxes, fees, or rates for water, utility, or other broadly provided public services or facilities that are applied equally, proportionally, or by the same percentage to the official's interest and other businesses, properties, or individuals subject to the assessment, tax, fee, or rate.

(2) General Use or Licensing Fees. The decision affects the official's personal finances as a result of an increase or decrease to a general fee or charge, such as parking rates, permits, license fees, application fees, or any general fee that applies to the entire jurisdiction.

Limited Neighborhood Effects. The decision affects residential real property limited to a specific location, and the decision establishes, amends, or eliminates ordinances that restrict on- street parking, impose traffic controls, deter vagrancy, reduce nuisance, or improve public safety provided the body making the decision gathers sufficient evidence to support the need for the action at the specific location.

(3) Rental Properties. The decision affects all renters of residential property within the official's jurisdiction and only interests resulting from the official's leasehold interest in his or her residence are affected.

(4) Required Representative Interest. The decision is made by a board or commission and the law that establishes the board or commission requires certain appointees have a representative interest in a particular industry, trade, or profession or other identified interest, and the public official is an appointed member representing that interest. This provision applies only if the effect is on the industry, trade, or profession or other identified interest represented and there is no unique effect on the official's interest.

(5) State of Emergency. The decision is made pursuant to an official proclamation of a state of emergency when required to mitigate against the effects directly arising out of the emergency and there is no unique effect on the official's interest.

(6) Governmental Entities. The decision affects a federal, state, or local governmental entity in which the official has an interest and there is no unique effect on the official's interest.

Step Four: If after applying the three-step analysis and determining the public official has a conflict of interest, absent an exception, he or she may not make, participate in making, or in any way attempt to use his or her official position to influence the governmental decision. FPPC Regulation Section 18700(d)(4) states: "If the public official will be called upon to make, participate in the making, or use his or her official position to influence a governmental decision in which he or she has a financial interest as determined under Step One through Step Three, he or she will have a prohibited conflict of interest."

The criteria for determining whether the conflict of interest is prohibited is found in FPPC Regulation Section 18704, "Making, Participating in Making, or Using or Attempting to Use Official Position to Influence a Government Decision, Defined," which reads:

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- (a) Making a Decision. A public official makes a governmental decision if the official authorizes or directs any action, votes, appoints a person, obligates, or commits his or her agency to any course of action, or enters into any contractual agreement on behalf of his or her agency.
- (b) Participating in a Decision. A public official participates in a governmental decision if the official provides information, an opinion, or a recommendation for the purpose of affecting the decision without significant intervening substantive review.
- (c) Using Official Position to Attempt to Influence a Decision. A public official uses his or her official position to influence a governmental decision if he or she:
- (1) Contacts or appears before any official in his or her agency or in an agency subject to the authority or budgetary control of his or her agency for the purpose of affecting a decision; or
- (2) Contacts or appears before any official in any other government agency for the purpose of affecting a decision, and the public official acts or purports to act within his or her authority or on behalf of his or her agency in making the contact.
- (d) Exceptions. Making, participating in, or influencing a governmental decision does not include:
- (1) Ministerial. Actions by a public official that are solely ministerial, secretarial, or clerical.
- (2) Appearances as a Member of the General Public. An appearance by a public official as a member of the general public before an agency in the course of its prescribed governmental function if the official is appearing on matters related solely to the (sic) his or her personal interests, including interests in:
- (A) Real property owned entirely by the official, members of his or her immediate family, or the official and members of his or her immediate family;
- (B) A business entity owned entirely by the official, members of his or her immediate family, or the official and members of his or her immediate family; or
- (C) A business entity over which the official, members of his or her immediate family, or the official and members of his or her immediate family solely or jointly exercise full direction and control.
- (3) Terms of Employment. Actions by a public official relating to his or her compensation or the terms or conditions of his or her employment or consulting contract. However, an official may not make a decision to appoint, hire, fire, promote, demote, or suspend without pay or take disciplinary action with financial sanction against the official or his or her immediate family, or set a salary for the official or his or her immediate family different from salaries paid to other employees of the government agency in the same job classification or position.
- (4) Public Speaking. Communications by a public official to the general public or media.
- (5) Academic Decisions.
- (A) Teaching decisions, including an instructor's selection of books or other educational materials at his or her own school or institution, or other similar decisions incidental to teaching; or

(B) Decisions by a public official who has teaching or research responsibilities at an institution of higher education relating to his or her professional responsibilities, including applying for funds, allocating resources, and all decisions relating to the manner or methodology with which his or her academic study or research will be conducted. This exception does not apply to a public official who has institution-wide administrative responsibilities as to the approval or review of academic study or research at the institution unrelated to his or her own work.

(6) Architectural and Engineering Documents.

(A) Drawings or submissions of an architectural, engineering, or similar nature prepared by a public official for a client to submit in a proceeding before the official's agency if:

(i) The work is performed pursuant to the official's profession; and

(ii) The official does not make any contact with the agency other than contact with agency staff concerning the process or evaluation of the documents prepared by the official.

(B) An official's appearance before a design or architectural review committee or similar body of which the official is a member to present drawings or submissions of an architectural, engineering, or similar nature prepared for a client if:

(i) The review committee's sole function is to review architectural designs or engineering plans and to make recommendations to a planning commission or other agency;

(ii) The review committee is required by law to include architects, engineers or persons in related professions, and the official was appointed to the body to fulfill this requirement; and

(iii) The official is a sole practitioner.

(7) Additional Consulting Services: Recommendations by a consultant regarding additional services for which the consultant or consultant's employer would receive additional income if the agency has already contracted with the consultant, for an agreed upon price, to make recommendations concerning services of the type offered by the consultant or consultant's employer and the consultant does not have any other economic interest, other than in the firm, that would be foreseeably and materially affected by the decision.

A public official or employee has a prohibited conflict of interest under the Political Reform Act when all of the following occur:

- The official makes, participates in making, or uses his or her official position to influence a governmental decision, without an exception;
- It is reasonably foreseeable that the decision will affect the official's economic interest;
- The effect of the decision on the official's economic interest will be material; and
- The effect of the decision on the official's economic interest will be different than its effect on the public generally.

Self-Dealing by Nonprofit Board Members

In a January 20, 2015 opinion to a member of the state Legislature, the California Legislative Counsel said:

Corporations Code section 5233 sets forth conflict-of-interest prohibitions specifically applicable to the directors of a nonprofit public benefit corporation, which raises the question of whether those conflict-of-interest prohibitions, and not the prohibitions of section 87100, should apply to the directors of a nonprofit public benefit corporation who thereby operate as members of the governing body of a charter school. As stated above, Education Code section 47604 authorizes a charter school to operate as, or be operated by, a nonprofit public benefit corporation. Nonprofit public benefit corporations are governed by the Nonprofit Public Benefit

Corporation Law, in addition to the provisions in the Corporations Code applicable to all corporations or all nonprofit corporations, as the case may be. (Corp. Code § 5003.) Nonprofit public benefit corporations may be formed for any public or charitable purpose. (Corp. Code, § 5111.)

Each nonprofit public benefit corporation is required to have a board of directors that conducts the activities and affairs of the corporation and exercises all of the corporation's corporate powers. (Corp. Code, § 5210.) Not more than 49 percent of the persons serving on the board of any corporation may be "interested persons," defined as persons being compensated by the corporation for services rendered (excluding reasonable compensation paid to a director as director) and persons who are relatives or spouses of compensated persons. (Corp. Code, § 5227.)

Among the provisions governing directors of nonprofit public benefit corporations is Corporations Code section 5231, which requires a director to perform his or her duties in good faith and sets forth the standard of care applicable to the performance of those duties. Corporations Code section 5231 provides, in pertinent part, as follows:

"5231. (a) A director shall perform the duties of a director, including duties as a member of any committee of the board upon which the director may serve, in good faith, in a manner such director believes to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances."

(Emphasis added.)

In regard to the requirement that directors of a nonprofit public benefit corporation perform their duties in good faith, Corporations Code section 5233 contains provisions that pertain specifically to "self-dealing transactions." Corporations Code section 5233 describes those transactions as ones to which the nonprofit public benefit corporation is a part and in which one or more of its directors may have a material financial interest that does not meet certain requirements.

Moreover, if a director of a nonprofit public benefit corporation violates Corporations Code section 5233, a court has discretion to order that director to perform those acts and to pay those

damages that will provide an “equitable and fair remedy to the corporation,” including, but not limited to, paying the corporation the amount of profits realized from the transaction, the value of use made in the transaction of corporate property, and returning or replacing any lost corporate property. (Id., subd. (h).) Thus, the members of the board of directors for a nonprofit public benefit corporation operating a charter school are prohibited from engaging in a self-dealing transaction and may be subject to legal remedies if they engage in such transactions.

The Legislative Counsel concluded that the provisions of Corporations Code section 5233 apply concurrently with the provisions of the Political Reform Act where nonprofit corporate directors operate charter schools.

In addition to Corporations Code section 5233, nonprofit boards should be aware of new requirements in Part VI of IRS Form 990 (the tax return form for organizations exempt from income tax). Part VI is titled, Governance, Management and Disclosure. The IRS states in its instructions for that form:

Even though the information on policies and procedures requested in Section B generally is not required under the Internal Revenue Code, the IRS considers such policies and procedures to generally improve tax compliance. The absence of appropriate policies and procedures can lead to opportunities for excess benefit transactions, inurement, operation for non-exempt purposes, or other activities inconsistent with exempt status.

The Brown Act, California Public Records Act, conflict of interest provisions of the Political Reform Act of 1974, and Government Code section 1090 all apply to a member of a charter school’s governing body and are concurrent with the conflict-of-interest provisions of the Corporations Code that apply if the charter board member is also a director of the nonprofit corporation.

Common Law Conflicts of Interest

The following discussion of the concept of common law conflicts is taken from the appellate court decision in

Clark v. City of Hermosa Beach (1996) 48 Cal.App4th 1152, 1170-1171 (as modified on denial of hearing):

Over 60 years ago, one Court of Appeal discussed the common law prohibition on conflicts of interest, stating: ‘A public officer is impliedly bound to exercise the powers conferred on him with disinterested skill, zeal, and diligence and primarily for the benefit of the public.... [¶] ... [¶] Actual injury is not the principle the law proceeds on. Fidelity in the agent is what is aimed at, and as a means of securing it the law will not permit him to place himself in a position in which he may be tempted by his own private interests to disregard those of his principal. This doctrine

is generally applicable to private agents and trustees, but to public officers it applies with greater force, and sound policy requires that there be no relaxation of its stringency in any case that comes within its reason. ‘(*Noble v. City of Palo Alto* (1928) 89 Cal.App. 47, 51 [264 P 529], citations omitted.) ‘[T]he common law doctrine against conflicts of interest... prohibits public officials from placing themselves in a position where their private, personal interests may conflict with their official duties.’ (64 Ops.Cal.Atty.Gen. 795, 797 (1981); accord 70 Ops.

Cal.Atty.Gen. 45, 47, (1987).)

Common law conflicts of interest are described in detail in a January 20, 2015 opinion from the Legislative Counsel provided to a member of the state legislature. Page 10 of the Legislative Counsel's opinion applies to charter schools and states the following:

When a nonprofit public benefit corporation avails itself of the authority to exercise the sovereign power of the state through the operation of a charter school, those corporate directors who serve on the governing body of that school, who already are subject to the conflict-of-interest provisions that protect the corporation, also become subject to those conflict-of-interest provisions that govern the conduct of public officials to protect the public interest. Thus, it is our view that the conflict-of-interest provisions of the PRA and Corporations Code section 5233 would be concurrently applied to members of the governing body of a charter school, operated by a nonprofit public benefit corporation, who are also directors of that nonprofit public benefit corporation.

Nepotism

Nepotism is not illegal in California; however, it can be considered favoritism, is often viewed as unfair, and may bring to mind more questionable behaviors such as cronyism. There are policies in the public sector that prohibit nepotism; however, most of those policies deal with human resources and procurement, such as awarding of contracts. Local governmental agencies, such as school districts and charter schools, may have policies about hiring family members; however, most of those policies allow a family member to work for the organization but prohibit family members from serving on the interview panel of a family member, directly supervising a family member, or working in the same line of supervision as a family member.

In the early stages of a charter school, it is often difficult to find people willing to help, so help from friends and family members is not uncommon. FCMAT believes all charter schools should develop a policy allowing or disallowing nepotism. Family members can be hired and may even be supervised by one of their family members, as long as there is a policy allowing it and as long as the related family member abstains from serving on the interview panel and from any vote to approve a family member's employment. Conflicts of interest may arise from influencing and being a party to business interests, contracts, loans, and other economic interests.

The PRA and Government Code sections 1090 and 87100 do not prohibit the hiring of family members in a charter school.

Charter schools are not prohibited from creating their own policy regarding nepotism; and the authorizing LEA may require, as a condition of approving the charter petition or renewal, that the charter school not hire family members or allow family members to work in the charter school.

Gift of Public Funds

Article 16, Section 5 of the California Constitution specifies that the state Legislature cannot authorize any county, city, or other political subdivision to make any gift of public funds to an individual or corporation. Article 16 states:

In the absence of a statute granting public local educational agencies (LEAs) the legal authority to make a special expenditure (i.e., for food, clothing, awards, etc.), the legality of any expenditure is determined by the 'gift of public funds' provision in the California Constitution, Article 16, Section 6. This constitutional provision prohibits making any gift of public money to any

individual (including public employees), corporation, or other government agency. It states, ‘... the Legislature shall have no... power to make any gift, or authorize the making of any gift, of any public money or thing of value to any individual... whatever...

In general, the constitutional prohibition against the gift of public funds is not an issue when the direct and primary public purpose results in the public receiving a benefit from the expenditure. However, if the gift is to an employee or other individual and there is no benefit to the public as a result, it can be considered a gift of public funds.

On the other hand, it is also well established that expenditures of public funds that involve a benefit to private persons (including public employees) are not gifts within the meaning of the California Constitution if those funds are expended for a public purpose. This means that public funds may be expended only if a direct and substantial public purpose is served by the expenditure and private individuals are benefited only incidentally to the promotion of the public purpose. To justify the expenditure of public funds, a charter school’s governing board must determine that the expenditure will benefit the education of students in its schools. Expenditures that most directly and tangibly benefit students’ education are more likely justified. Expenditures driven by personal motives are not justified even if they have been a longstanding local custom or are based on benevolent feelings.

The charter school’s governing board has determined that a particular type of expenditures listed below serves a public purpose and specific items are allowable:

1. Food/meals for special events to serve parents and students
2. Professional Development activities for staff such as escape rooms, costs to rent out a park, food and supplies for activities, etc.
3. Field Trips –tied to academic outcomes i.e., Medieval Times with justification on approval by the school officials
4. Student incentives & instructional supplies – supplies for parties and small tokens to students who were successful in the credit completions at the end of each academic learning period.
5. Experiential Learning trips such as but not limited to transportation, supplies such as snacks, socks, sleeping bags, warm coats.
6. Student store – supplies to stock a student school instructional related supply where students earn coupons or tokens (ex: Pioneer Bucks) for various academic achievement or activities to be used to purchase items in the store. The school has specific guideline for Pioneer Bucks that must be followed such as:
 - a. Backpacks
 - b. Shirts
 - c. Headphones
 - d. Candy/chips
 - e. Speakers
 - f. Markers/pens
 - g. Balls
 - h. Posters
7. Student transportation such as Hop Skip, Drive, busses, bus passes
8. Marketing swag like backpacks, pens, water bottles, sweatshirts, t-shirts, hats for giveaways at student events, field trips, community events, etc.
9. Events such as Prom, grad night, game night, talent show, mini gold, bowling, award night, movie night, and senior activities such as Bowling

banquets to promote socialization, gathering and inclusiveness and directly related to student development. All direct expenditures related to securing venue, transportation, awards, food, brochures, decorations, DJ, food, chaperones, etc.

10. Staff incentive structure – please refer to separate board approval if applicable.

HOPE program student support for personal care such as diapers, formula not exceeding \$100 per student.

Restricted donations to support basic needs for the students can be distributed based on the school guidelines for items such as food, transportation, school supplies and such during COVID-19 pandemic not exceeding \$150 in value per student

The constitutional prohibition of gifts of public funds is designed to obstruct the misuse of public money. Gift of public fund violations occur under many circumstances; following are two of the most common:

- *A noble or virtuous purpose* that may be considered a gift of public funds might be for the purchase of flowers from charter school funds for the funeral of a student.
- *A moral or justifiable obligation* is the most common form of gift of public funds, resulting from a desire to convey some form of gratitude. Often, staff members who are not formally trained in charter school and governmental policies and procedures unknowingly participate in giving gifts of public funds because of a moral or justifiable obligation. For example, a coach at a charter school may be grateful to individuals who have helped with the sports program, or to individuals who are highly involved, or who are well-known contributors or longtime friends of the program, or individuals who may not be able to afford to attend an event. The coach may offer these individuals gifts such as free event tickets or give them unsold tickets or items.

Without a charter school board policy specifically approving the expenditure of charter school funds for noble, virtuous, or moral purposes such as those described above, these gifts may be considered gifts of public funds. The board shall approve the revised manual if any changes impact the policy. The list of expenditures will be reviewed as appropriate during board meetings.

Donations Process Gifts of cash, including checks, of all sizes are accepted by Area Superintendent, CFO, CEO, or a member of the board of director or designee. **All checks should be made out to the legal name of the corporation that the school operates under and never to any individual working on behalf of the Corporation.** The school as a common practice should turn down gifts of cash if the donor wishes to directly donate that to an employee of the school or place restrictions on the gift that are unacceptable or potentially illegal. In order to ensure the gifts and the restrictions are valid, all gift transactions must go through the school's books and records and at no time should be accepted by an individual employee of the school. A good example of this would be a donor's wish to exclude certain members of a protected constitutional class (race, sex, etc....) from benefiting from the donated funds. Again, the school official may want to refuse a cash gift if the donor asks that the charitable organization use the gift in a way that is incompatible with its mission or purpose. Another example that should be avoided is if the individual donor uses Venmo to donate cash to an individual employee of the school instead of donating the cash to the legal name of the school. No cash or check transaction should bypass the schools bank account.

The school board hereby establishes the provision of used Chromebooks to graduating students for a nominal fee of \$1.00 as an official policy. The objective of this policy is to enable students to own their own digital devices, promoting their continued engagement with technology and learning.

Policy Guidelines:

1. **Eligibility**
 1. All graduating students from the school who have successfully completed their academic requirements are eligible to participate in this program.
2. **Chromebook Availability:**
 1. The school will designate a specific inventory of used Chromebooks for this program subject to availability. Chromebooks must be at least 2 years old.
 2. The condition of the Chromebooks will vary, as they have been previously used by other students during their academic years. However, the charter will ensure that each device is in good working condition, providing basic functionality required for education purposes.
 3. The school will determine the number of Chromebooks available for purchase based on budgetary considerations and the projected number of graduating students each year.
3. **Purchase Process**
 1. A notification will be provided to graduating students, informing them about the opportunity to purchase a used Chromebook for a fee of \$1.00
 2. Interested students must submit a purchase request within a specified time frame established by the school.
 3. In the event of limited availability, a lottery system may be implemented to ensure fairness in the distribution of Chromebooks among interested students.
 4. The selected student will be notified of their successful purchase and provided with instructions on how to collect their Chromebooks.
4. **Ownership and responsibility:**
 1. Upon purchase, the Chromebook becomes the property of the graduating student.
 2. The charter will ensure that the Chromebooks are free from any software or data associated with previous users.
 3. In case of loss, damage, or theft of the Chromebook, the charter will not be responsible for replacement or repair.

The school board affirms its commitment to promoting digital equity and empowering students beyond their graduation. Offering used Chromebooks for a nominal fee of \$1.00 enables students to continue their educational journey seamlessly, fostering a smooth transition to higher education or the workforce. This policy ensures that technology remains accessible to all students, regardless of their financial circumstances, and reinforces our commitment to preparing them for success in an increasingly digital world.

Chapter 7 – Commingling of Funds

Commingling

To commingle is to join or mix two or more items together. Commingling of funds can often have negative connotations and can be considered a material violation of an approved charter

because it violates generally accepted accounting principles (GAAP) or generally accepted auditing standards (GAAS). However, mixing or joining funds does not necessarily mean that the origins, identity, sources and uses of the funds are lost. If the origins, identity, or source and use of the funds can be traced, audited, and documented, the commingling of funds may not violate GAAP or GAAS and therefore may not be a material violation of the approved charter.

Nonprofits that operate multiple charter schools, or individual charter schools that have multiple school sites, may be perceived incorrectly as commingling funds when resources are shared between schools. Funds can be mixed together, or shared, between sites, but still be distinguished from one another if they are accounted for properly using accounting methods that track the sources and uses of funds between entities. This is similar to how traditional school districts commonly track and account for interfund loans and transfers under a single district federal identification number. The charter maintains a separate books and records in a separate software for this charter and expenses if any directly related to this charter will be expensed appropriately through purchasing control.

Blending

When commingling leads to blending of funds, the funds' origins, identities, or sources and uses are lost, and the elements of the transaction disappear in the resulting mixture. This may be considered a violation of the GAAP matching principle, which requires matching the source of funds with the use of funds. If the funds' sources and uses cannot be tracked and/or matched and the funds' origins, identities and purposes cannot be confirmed, the funds are blended, and the transactions are not auditable.

If funds are commingled to the extent that they are blended and not auditable, it is a violation of GAAS's third standard of fieldwork, which states the following:

The charter uses an independent third-party auditing firm that is independent from the management to perform such appropriate tests. The auditor must obtain sufficient appropriate audit evidence by performing audit procedures to afford a reasonable basis for an opinion regarding the financial statements under audit.

Sufficient appropriate audit evidence is described in the statement of auditing standards (SAS), which the auditing standards board redrafted into professional standards that include SAS No. 106, Audit Evidence as AU sec. 326, which states the following in section.06, Sufficient Appropriate Audit Evidence:

Sufficiency is the measure of the quantity of audit evidence. *Appropriateness* is the measure of the quality of audit evidence, that is, its relevance and its reliability in providing support for, or detecting misstatements in, the classes of transactions, account balances, and disclosures and related assertions.

If the auditor cannot obtain sufficient and appropriate audit evidence to support the commingled funds' sources and uses, those funds are blended and therefore not auditable, which means the auditor will not

be able to express an opinion on the charter school's financial statements as a whole. If this is the case, the result may be a qualified audit opinion, and it may constitute a material violation of the approved charter.

Commingling does not necessarily result in blending. Charter schools with multiple school sites often loan funds and share resources between schools, resulting in the commingling of funds, yet the identity, origin, and source of funds are verifiable and auditable, so blending does not occur.

Most modern bookkeeping software can track the identity, origin, and source of interfund, interschool and inter-department loans, transfers, and other commingling transactions sufficiently to avoid the blending of funds.

The Charter schools prohibits commingling funds to such an extent that they become blended. The Charter Schools may allow funds to be shared or loaned only among a related group of charter schools. This Charter school does NOT loan or borrow money from another Charter. The financials are maintained in separate systems to avoid Commingling and Blending.

Commingling of funds:

The charter school prohibits commingling funds to such an extent that the funds become blended. Interfund, interschool, or inter-department loans and due-to and due-from transactions are allowable. Blending means that the identity, origin, and source of the funds are lost or unidentifiable.

Chapter 8 — General and Administrative Policies and Procedures

Potential Financial Fraud and Misconduct

The charter officials including the Service Provider Manager has zero tolerance for financial fraud and misconduct. A strong, organization wide and management-led ethical culture is pervasive in the charter school. Management has the responsibility to implement strong internal controls designed to prevent and deter fraud and misconduct.

Black's Law Dictionary defines fraud as follows:

All multifarious means which human ingenuity can devise, and which are resorted to by one individual to get an advantage over another by false suggestions or suppression of the truth. It includes all surprise, trick, cunning or dissembling, and any unfair way by which another is cheated.

Misappropriation is a form of Fraud, and *Black's Law Dictionary* defines it as follows:

A term that describes the taking of money that has been entrusted into your care unlawfully.

Merriam-Websters Collegiate Dictionary defines misappropriate as follows to appropriate wrongly (as by theft or embezzlement)

Black's Law Dictionary defines misconduct as follows:

Any unlawful conduct on the part of a person concerned in the administration of justice which is prejudicial to the rights of parties or to the right determination of the cause; as "misconduct of jurors," "misconduct of an arbitrator." The term is also used to express a dereliction from duty, injurious to another, on the part of one employed in a professional capacity, as an attorney at law.

Merriam Webster's Collegiate Dictionary defines misconduct as follows:

1: mismanagement esp. of governmental or military responsibilities 2: intentional wrongdoing

specif: deliberate violation of a law or standard esp. by a government official.

Fraud and misconduct should be taken seriously. Fraud can occur at any level of an organization, including employees, parents, officers, consultants, vendors, contractors, funding sources and others. Any suspected or detected fraud or misconduct should be reported immediately to an employee's supervisor. If the supervisor is the suspect, the suspected fraud should be reported to the next management level up and so on, all the way up to the governing board if needed.

Fraud or misconduct may include, but is not limited to, the following:

- Any dishonest or fraudulent act.
- Forgery or alteration of any document or account.
- Misappropriation of funds, petty cash, savings, ASB funds or trust funds, securities, supplies, equipment, or other assets.
- Misconduct or impropriety in the handling or reporting of money or financial transactions.
- Disclosing of confidential or proprietary information to outside parties without approval.
- Accepting or seeking anything of material value from contractors, vendors, or persons providing any goods or services.
- Shredding, erasure, destruction, damage, removal, or inappropriate use of records, furniture, fixtures or equipment.
- Improper employee behavior, such as immoral or unethical conduct.
- Any similar or related irregularity.

Fraud Investigations

All allegations of fraud or misconduct should be treated and examined confidentially. The governing board or its designee, such as the finance and audit committee, has the primary responsibility for investigating all allegations of fraud or misconduct. The results of any investigation should be discussed only with those who have a need to know.

All investigations into suspected fraud should begin with the presumption that there is an error so that no one will jump to a conclusion and possibly damage the reputation of the individual or individuals suspected before all of the allegations and facts have been investigated completely and objectively.

The governing board has the authority to use all reasonable and legal means needed to carry out an investigation. This includes free and unrestricted access to all records and facilities, and the authority to examine, copy or remove the contents of computers, files, desks, cabinets or other storage facilities without the prior knowledge, notice or consent of anyone responsible for the custody or oversight of such records and facilities.

If an investigation indicates that fraud or misconduct may have occurred, a report should be issued and decisions made regarding disciplinary action, referral to law enforcement, or other action. All decisions to refer the investigation results to the appropriate law enforcement and/or regulatory agencies for independent verification and investigation should be made in consultation with legal counsel and senior management unless they are themselves the subject of the referral and investigation.

If suspected fraud or other wrongdoing involves programs funded in whole or in part with federal funds, additional responsibilities, such as special reporting and disclosure to awarding agencies, should be considered.

Reporting Method

Any investigation of fraud or misconduct should be performed confidentially and with great care to avoid mistaken accusations or alerting suspected individuals that an investigation is under way.

Any individual who reports suspected fraud or misconduct should remain anonymous. If there are any inquiries about the activity under investigation from the suspected individual(s), the individual's attorney or representative(s), or any other inquirer, those parties should be directed to the governing board, board

designee, or legal counsel. At no time and under no circumstances should any information about any investigation be disclosed. The proper response to any inquiry is, "I am not at liberty to discuss this matter." Under no circumstances should any innuendo, remark, indicative physical gesture, or other reference be made to "the allegation," "the crime," "the fraud," "the forgery," "the misappropriation," or any other such reference.

The individual who reported the suspected fraud should be instructed not to contact the suspected individual(s) in any way, nor to discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by the charter school's board, board designee or legal counsel. This protects the employee, because they could be asked to testify against the suspected individual in the future.

Accounting Policies and Procedures

Procurement Policies and Contract Approval Process –

The Contract Approval Process defines the general policies and procedures the schools must follow when entering into new agreements or renewing an existing agreement.

Initial Assessment

The originator of the contract must do an initial assessment of the value and length of the agreement to determine if it meets internal procurement policies. Originators should use the dollar thresholds below to guide their decision-making and determine if additional requirements must be satisfied before advancing to the administrative review stage.

- Small Value Contracts < \$50,000 – Contracts less than \$50,000 and less than one year do not require formal competitive bids. However, for contracts over \$10K, 3 informal bids (internet search, vendor rate sheet, verbal quotes) should be sought and documented.
- Contract > \$50,000 - Agreements that exceed the threshold of \$50K and/or longer than 1 year would require formal competitive bids with written proposals from at least 3 qualified vendors / contractors.
- Sole Source Contracts > \$50K - If the value of an agreement exceeds \$50K and a competitive bidding process is deemed infeasible due to allowable reasons (inadequate competition, public emergency requiring immediate action, item/service only available from one source, etc.) then it must be documented with the Sole Source Justification form. These types of contracts /purchases can be subject

to a high level of scrutiny because of the potential for waste, conflicts of interest, and self-dealing. Thorough documentation and clear rationale for these types of contracts / purchases are especially critical to mitigate any audit risks. If competing contractors / vendors exist in the marketplace and can offer similar services / products, then bids must be sought and documented.

The Schools procurement policy is in compliance with 2 CFR 200.318. Refer to the best practices Supply Chain Management Policy document for a complete guide to internal procurement best practices and policies adopted from Lifelong Learning Administration Corp. (LLAC).

Administrative Review

Following the initial assessment, all agreements must be reviewed by Legal and Finance to ensure that terms are clear and consistent, and that any financial obligations are well-articulated. Legal will determine if any modifications to the agreement are necessary and negotiate with the counterparty if necessary. Finance will assess the financial components of the agreement to determine if they are clear and specific, measurable, and reasonable.

Approvals by Appropriate Signatories

If all conditions set by internal procurement policies are met and the agreement has been cleared by the Legal and Finance departments, it can then be signed by the appropriate signatories. An additional level of approval by the CEO, CEO designee, or Board designee is needed for contracts exceeding \$150,000.

The completed contract and all supporting documentation (vendor bids, quotes, w-9, insurance, etc.) should be filed together for record-keeping within the ContractSafe platform.

All accounting policies and procedures are under the direction of the charter school's authorized officials. The CEO or designee usually delegates charter school financial operations and accounting policies and procedures to the CFO. The CFO may delegate certain responsibilities to a designee such as the business office manager, human resources manager, purchasing manager, maintenance and operations manager, facilities manager, or other individual or combination of individuals the CFO considers necessary to adequately monitor and administer the charter school's accounting policies and procedures. The charter use an outsourced Management Company to manage all functions of accounting and financial reporting preparations with oversight of the governing board and authorized officials of the charter.

Management Reports

The timing and preparation of reports are critical to the effective operation of the charter school. Reports should be prepared and distributed in a timely fashion following the end of a reporting period. The CFO or designee should review financial reports at least monthly, and more often as needed, such as when cash reserves are low.

Cash Flow Report

The cash flow report is used to monitor when cash is coming in (sources of cash) and what liabilities the charter school must pay (uses of cash). Cash flow reports provide a summary of the cash flowing through the charter school in the near term and help identify any potential

shortfall before it occurs. The CFO should review the cash flow report monthly. This report

supplements the detailed monthly and quarterly financial statement reports and provides a quick look at the charter school's cash performance.

The cash flow report should include projected operating cash balances as well as estimated cash receipts and projected disbursements.

Budget versus Actual Report

The budget versus actual report provides a comparison of planned operating expenses to the actual expenses incurred for the period and should be reviewed monthly.

The budget versus actual report should include a current period budget, actual and variance totals by major object account code, current year-to-date budget, actual and variance totals, and a percent column for each line.

Financial Statements

The CFO or designee is responsible for maintaining current financial statements. The CFO, CEO or designee shall review the financial statement of activities and operating cash flow monthly, and the governing board shall at a minimum review the mandated financial reports during the regular board meetings. This will help ensure understanding and the ability to answer any questions when the reports are presented to the governing board.

The annual audit financial statements typically comprise three main parts: the statement of financial position, the statement of activities, and the statement of cash flows. These reports show the charter school's financial health.

Statement of Financial Position, also known as the balance sheet, lists all of the charter school's assets (e.g., cash, receivables, deposits, inventory, equipment), liabilities (e.g., payables, debt/loans, lease obligations), and net assets (which are divided into unrestricted net assets, temporarily restricted net assets and permanently restricted net assets).

Statement of Activities, also known as the income statement or profit and loss statement, shows the charter school's operational sources of cash (revenue), and uses (business expenses), and is typically divided into operating periods that cover months, quarters, or years of operation. This report depicts the charter school's profitability.

Statement of Cash Flows reports on the cash generated and used during a specific time period, or even the difference between reporting periods, to help measure the health of the charter school's operations

The financial statements should be produced at least quarterly, but preferably after the close of each month, as well as for each fiscal year. The governance reviews the cash/fund balance and projected cash/fund balance during the board meetings.

Retention and Management of Files and Records

The financial records are maintained for 7 years.

Contract Approval Process

The Contract Approval Process defines the general policies and procedures the schools must follow when entering into new agreements or renewing an existing agreement.

Initial Assessment

The originator of the contract must do an initial assessment of the value and length of the agreement to determine if it meets internal procurement policies. Originators should use the dollar thresholds below to guide their decision-making and determine if additional requirements must be satisfied before advancing to the administrative review stage.

- Small Value Contracts < \$50,000 – Contracts less than \$50,000 and less than one year do not require formal competitive bids. However, for contracts over \$10K, 3 informal bids (internet search, vendor rate sheet, verbal quotes) should be sought and documented.
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Refer to the best practices Supply Chain Management Policy document for a complete guide to internal procurement best practices and policies adopted from Lifelong Learning Administration Corp. (LLAC).

Administrative Review

Following the initial assessment, all agreements must be reviewed by Legal and Finance to ensure that terms are clear and consistent, and that any financial obligations are well-articulated. Legal will determine if any modifications to the agreement are necessary and negotiate with the counterparty if necessary. Finance will assess the financial components of the agreement to determine if they are clear and specific, measurable, and reasonable.

Approvals by Appropriate Signatories

If all conditions set by internal procurement policies are met and the agreement has been cleared by the Legal and Finance departments, it can then be signed by the appropriate signatories. An additional level of approval by the CEO, CEO designee, or Board designee is needed for contracts exceeding \$150,000.

The completed contract and all supporting documentation (vendor bids, quotes, w-9, insurance, etc.) should be filed together for record-keeping within the ContractSafe platform.

Expense Reimbursements

Reimbursements for purchases and travel should be made according to guidelines set by the charter school.

Charter school principals or designee are responsible for reviewing and approving all reimbursements pertaining to their schools, up to \$1,000. The CFO or Area Superintendent is

responsible for approving all reimbursements for \$1,000 to \$10,000 (exception: if the school has no area superintendent, the principal may approve). The CEO or Superintendent of Schools is responsible for approving all reimbursements of more than \$10,000 (exception: if the school has no area superintendent, the principal may approve).

Reimbursement steps are as follows:

- Submit electronic copies of accurate itemized receipts via the expense submission form. The expense submission form includes information on the expense type, expense date, expense amount, and expense details.
- Obtain authorization.
- Prepare and issue reimbursement payment.

Reimbursement receipts should be submitted via the expense submission form or expense management system in a timely manner. Any expense submissions older than 60 days may not be reimbursed, at the discretion of the CFO, CEO, Area Superintendent or Superintendent of Schools or designee (exception: if there is no area superintendent, the principal of the schools may be the designee).

An employee or board member may not request reimbursement for expenses for another individual or employee.

Expense submission forms must be filled out completely. Digital copies of itemized original receipts for items charged must accompany all reimbursement documentation. Any questions regarding completion of the expense submission form should be directed to the employee's supervisor, the office manager, or the accounting department.

The accounting department can help determine which account code should be used for which expenditures/ reimbursements. For example, claims for travel reimbursement must be charged to object code 5200.00.

Upon completion, the expense submission form and all attached documentation should be submitted to the employee's supervisor for approval. After approval, the expense submission form is submitted to the accounting department for processing and reimbursement. To expedite reimbursement, ensure the expense submission form is completed properly, required documentation is attached, it is properly authorized, and any unusual items are explained and documented.

For unusual items, detailed written notes are needed for the supervisor and accounting department to authorize reimbursement.

All expense submission forms must be approved by the proper manager before being submitted to the accounting department.

Approvals for reimbursement requests must be obtained prior to any purchase or travel. The charter school will not be obligated to reimburse requests for which prior approval was not obtained. When the shopping or traveling is complete, the employee should return the receipts and can expect to be reimbursed if they spent funds on items for which they obtained prior approval.

Prior approval can be obtained using an expenditure approval/purchase order form (for reimbursement of actual expenses when purchasing items), or an approval to attend education activity form, which must be completed before any travel, including out-of-state travel. Out-of-state travel should have prior approval from the CFO, CEO, Area Superintendent or Superintendent of Schools.

Every employee's or board member's expense submission form should be documented with digital copies of itemized original receipts, and information on the nature of business, program allocation, and funding source (if applicable) before the reimbursement is approved.

Reimbursements are usually allowed for the following:

- Travel and conferences
- Mileage
- Meals
- Car rentals
- School and classroom supplies
- Allowable academic expenses
- Student awards
- Other approved expenses

The vast majority of expenses can and should be paid for in advance through the accounts payable system rather than via reimbursement directly to individuals. This helps ensure that charter schools do not have a suspicious number of payments being made to staff or board members. Although this is not a legal issue, it is a recommended best practice.

Other Expenditures

A receipt is required from the vendor detailing all goods or services purchased.

Non-reimbursable Expenses

Some expenses are not considered valid business expenses yet may be incurred for the convenience of the traveling individual. Because these are not expenses for the charter school, they are not reimbursable.

Examples of non-reimbursable expenses include the following:

- Alcohol
- Theft or loss of personal property
- Parking or traffic tickets or car towing if illegally parked
- Airline or travel insurance or lounge clubs
- Dry cleaning

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- Shoeshines
 - Barbers and hairdressers
 - Movies or personal entertainment
 - Books, magazines, or newspapers (unless specific to education or the employee's job)
 - Doctor bills, prescriptions, or other medical services
 - Health club membership, even if for one day or short-term use
 - Babysitter, lawn care, or pet care fees

Travel

The following travel policy is designed to provide guidelines and best practices when making travel arrangements, advances, and reimbursements.

The school is committed to maintaining transparency and accountability in the management of travel expenses. As a standard procedure, all travel expenses—including lodging, meals, mileage, and transportation—will initially be recorded as unrestricted expenditures, in accordance with the procedures, rates, and limits outlined in the school's travel policy.

Travel expenses specifically associated with restricted funds, such as state or federal programs, will undergo an audit and allocation process to ensure compliance with funding requirements (2 CFR Part 200.475). Per diem expense limits will align with the rates established by the GSA, based on the travel location. Once verified to comply with the regulations and guidelines of the restricted funding source, these expenses will be reclassified and charged to the appropriate restricted program. This allocation will be conducted as part of the period-end closing process applicable to each funding source.

Adherence to this policy ensures accurate financial reporting and compliance with funding requirements.

Travel Arrangements

Travel to events should be approved in advance, and those making the arrangement should always strive to obtain the best possible price.

Unless charter school administrators consider something an emergency, travel arrangements should be made in advance when possible, to obtain better pricing.

Employees should provide an itemized receipt from the hotel that details all charges and dates, and clearly indicates for whom the lodging was provided. Documents should include any itemized receipts for parking, tolls, car rentals, taxis, food and other expenditures related to the travel for which the employee obtained prior approval.

Cash Advances

To help ensure accurate and timely expense report preparation and reduce the additional

paperwork required to process and track cash advances, the charter school discourages cash advances unless there are special circumstances.

If an employee's cash advance is approved by administrators, a formal check request must be made and forwarded to accounting for processing.

When a cash advance is received, the employee will reduce their requested expense reimbursement by the amount of the cash advance. If the cash advance exceeds the actual travel expenses, the employee must return the remaining cash with the completed expense report. Excess advance funds cannot be carried forward to future expense reports.

Travel Expense Guidelines

Automobile

Industry practice is for an employee who uses his or her personal automobile for business to be reimbursed at the most current IRS mileage rate. The employee should document in their expense submission form the dates, miles traveled, and business purpose of each trip.

The charter school should state in policy that it assumes no responsibility for personal automobiles used for business. Parking should be reimbursed for the actual cost, and a receipt should be required. Any traffic violation should always be the sole responsibility of the employee.

Employees who use private vehicles in the course of their official duties must be required to have in their possession a valid California driver's license and carry current automobile insurance with at least the minimum coverage for public liability and property damage as specified by the State of California. An employee who operates a private vehicle in violation of the above insurance requirement should be subject to disciplinary action.

The lease or rental of automobiles by employees may be authorized for office business purposes but should be approved by the administration in advance. Authorization should be contingent on the cost being less than what would be incurred at the current IRS-approved rate per mile when using one's own private vehicle, and/or using a taxi. If the IRS approved rate is used, the mileage reimbursement is not considered income to the employee and will not be reported as revenue on the employee's W-2 at year end.

Carpools should be strongly encouraged when two or more employees need to travel to the same destination and would otherwise do so in separate privately-owned vehicles unless other official business circumstances make such pooling impractical and more costly.

Air Travel

Air travel should be authorized by an administrator when he or she deems it reasonable, when it results in a cost savings, and when it promotes the efficiency of the employee. Airfares are reimbursable at actual cost. Business class and first-class travel should not be allowed.

LEAs cannot authorize the use of aircraft privately owned by an employee.

Lodging

Lodging arrangements should be based on convenience, and the hotel selected should be approved by administration. If an employee is accompanied by a nonemployee such as a family member or a friend and as a result incurs additional costs, those additional costs are the employee's

responsibility.

Meals

Charter schools should have their own policy on reimbursement for meal expenses. The charter school may decide to offer per diem or actual meal cost reimbursement. The following is the Charter School's policy:

Employees traveling on approved charter school business will be reimbursed for the actual costs of meals

Actual meal costs require itemized receipts. Actual meal reimbursement amounts are limited to the following maximums:

M&EI Total	Breakfast	Lunch	Dinner	Incidentals
\$86	\$22	\$23	\$36	\$5

Meals that are over the above guidelines will be deducted from the total per diem allocated for the day and therefore not declined for reimbursement.

Officers of the charter school must include in their expense submission form the actual cost of meals for guests, at their discretion, when those meals are for charter school business.

For non-per diem meals, a digital copy or original itemized receipt must be provided showing the cost of food, beverages, and gratuities, including the name of every person for whom food or a beverage was provided, and the business purpose.

Entertainment expenses are not allowed. Entertainment expenses include but are not limited to movies, night clubs, and sporting events.

Meal tips, unless automatically assessed by the restaurant, should be limited to 18% of the total pre-tax cost of the meal; any tip in excess of this amount may not be reimbursed.

Telephone

Hotel telephone charges should not be reimbursed except for use in an emergency.

Alcohol

The charter school cannot reimburse for any alcohol purchases.

Miscellaneous Expenses

Any business expenses not categorized above should be listed under miscellaneous expenses on the expense submission form and documented with all information needed to substantiate the expense.

These expenses should be reimbursed at the actual cost if listed under miscellaneous expenses on the expense submission form and if the employee submits documents that substantiate the expenditure. Examples of other expenses are necessary transportation (e.g., taxi), hotel (for overnight trips), registrations, and parking. For toll roads and bridges, when a receipt is not practical and the amount is more than \$5.00, the amount and the name of the bridge should be

identified.

Non-reimbursable Expenses

Personal expenses such as laundry, valet service, personal telephone, personal internet, entertainment, and alcohol are not reimbursable.

Excessive and unreasonable costs, such as valet parking, in-room telephone, and food from the honor bar in hotel rooms, shall not be reimbursed.

Payment for internet service will only be reimbursed if preapproved by an administrator, and then only if deemed necessary for work.

Insurance

A charter school's insurance needs fall into two broad categories: policies to safeguard assets and policies furnished as employee benefits.

Insurance for safeguarding assets includes the following types:

- Errors and omissions
- Property
- Casualty
- Auto
- Directors' liability
- Business interruption

Board Member Travel Reimbursement Policy

The Board of Directors of the school recognizes that members of the Board are authorized to attend and be reimbursed for actual and necessary expenses for board meetings, conferences related to public school education, or other Board-related business for the duration of each Board member's current term of service on the Board.

The Chief Executive Officer of the Corporation or designee shall establish and implement procedures for the reimbursement of travel expenses, including the submission and verification of expense claims.

Reimbursement rates shall be established in accordance with law and IRS guidelines. Except as otherwise provided, reimbursement of travel expenses shall be based on actual expenses as documented by receipts.

Reimbursable travel expenses may include, but are not limited to, costs of transportation, parking fees, bridge or road tolls, lodging when Board business reasonably requires an overnight stay, registration fees for seminars and conferences, meals, and other necessary incidental expenses.

The Board shall not reimburse personal travel expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member who is accompanying the member on Board-related business, and personal losses or traffic violation fees incurred while on Board business.

Electronic Backup of Accounting Data

All electronic accounting data should be backed up at least weekly, though more often is preferable, and all backups should include accounting data in accounting programs, accounting

data managed or processed by back-office service providers or external bookkeepers, and all other accounting-related files.

Backups should be made to both an internal computer server and external cloud-based backup service.

Political Contributions and Involvement

Contributing to political campaigns or making political donations may jeopardize the charter school's nonprofit status. A charter school should not take any position regarding any political candidate. Charter school officials should not make political endorsements in their official capacity, and expenditure of charter funds for any political purpose is prohibited. However, charter school officials are not prohibited from making endorsements privately.

Endorsements of Candidates

Neither the charter school's management nor its representatives should endorse any candidate for public office in any manner.

Prohibited Contributions, Expenditures, and Uses of Assets and Resources

Examples of prohibited political contributions, lobbying, and expenditures that support or oppose candidates for public office include, but are not limited to, the following:

- Contributions to political parties or political action committees.
- Contributions to the campaigns of individual candidates for public office.
- Expenditures to print or assist in printing any political materials.
- Expenditures for political advertisements.
- The use of any charter school assets or resources for any political activities. This includes such use by management, employees, governing board members, or other representatives.

Charter school managers, employees, governing board members or other representatives may engage in political activities on their own time, using their personal assets and resources; however, they may not act or appear to be acting on behalf of the charter school and may not use any charter school resources to assist in political activities.

A charter school must comply with all federal and state laws and regulations regarding political contributions, lobbying and expenditures. No federal funds, or assets obtained from federal funds, may be used for any political purposes.

Independent Contractors and 1099 Reporting

The IRS requires that all independent contractors be documented and tracked separately for reporting purposes. When the total payments to a vendor that provides services to the charter school exceed \$600 in a calendar year, the charter school must issue IRS Form 1099 to that vendor and file it with the IRS.

Purchasing products from a vendor, such as food for a fundraiser or meal program, is not considered a service. Form 1099 reporting applies to all contractors that provide services (e.g., repair person, accountant, consultant) and that are not incorporated, and to all lawyers regardless

of incorporation.

Forms W-9 and 1099

All vendors that provide services should complete IRS Form W-9, Request for Taxpayer Identification Number and Certification. Based on the information the vendor provides the charter school in the W-9, the 1099 can be prepared. IRS Form W-9 is available at www.irs.gov and is often updated, so it is best to check the IRS website each year for the latest version.

The charter school should do the following:

- Secure an IRS Form W-9 from the service provider at the time of service to ensure the charter school has an accurate record of the service provider's taxpayer identification number (TIN).
- Issue an IRS Form 1099 to every vendor who performed services in the last calendar year. The 1099 must be issued by January 31 of the next year.
- Not contract with a vendor that refuses to provide their TIN. This usually means they do not want to provide a completed and signed Form W-9.
- By February 28, send the IRS its copies of all forms 1099 with IRS Form 1096, Annual Summary and Transmittal of US Information Returns.

IRS Penalty

If the charter school does business with a service contractor who does not provide Form W-9 or provide their TIN, the instructions for Form W-9 require the charter school to withhold and pay to the IRS 28% of each payment made to that vendor (this is also known as backup withholding).

If the charter school fails to perform this backup withholding, it may be responsible for paying the IRS the 28% backup withholding tax that should have been withheld from the vendor, plus any penalties that may be assessed if it is audited.

Additional reasons for backup withholding can be found in the W-9 instructions.

Fundraising and Donations

Fundraising

Charter schools are publicly funded; however, fundraising is common.

When fundraising occurs at multiple charter school sites, the funds raised for each school should not be transferred to another school site; funds may be used only for the school and purpose for which they were intended.

Funds may be used for operating purposes unless restricted by the donor. All fundraising revenue should be used as requested by the donor or as stated in the fundraising communications.

Donations

Charter schools may receive donations of cash, supplies or equipment from unrelated entities.

Donations may be received but should never be deposited, acted on or put into use until after the charter school's governing board, CFO or board designee has formally approved and accepted

the donation. Once the donated funds are approved, the donation belongs to the charter school; it may not be returned to the donor, it is for the exclusive use of the charter school, and it may not be used to influence anyone at the charter school.

Any donor may choose to state a specific purpose for which the funds are being donated. If the governing board accepts a donation given for a specific or restricted purpose, the donated funds may be used only for that purpose.

Donations of funds for supplies or equipment

- The donor must first donate the funds.
- The donor should clearly indicate the purpose of the donation.
- The charter school will then carry out the purchase through its purchasing system and in accordance with its purchasing guidelines and California law.
- When supplies or equipment are purchased using donated funds, the supplies or equipment become the property of the charter school.
- All equipment and supplies purchased for the charter school must be shipped to the charter school's address.
- The donor's address may not be used for purchases made for the charter school using donated funds.
- Donations of supplies or equipment require board approval
- If a donor has supply or equipment items, they wish to donate to the charter school, the charter school's governing board or board designee must approve the donation, and those items become the property of the school. If the supplies or equipment have no reasonable use or purpose for the charter school, the donation should not be accepted.

Donations for school programs or services

- The donor must first donate the funds.
- The donor should clearly indicate the purpose of the donation.
- The charter school will then carry out the purchase through its purchasing system and in accordance with its purchasing guidelines and California law.

Accrued Liabilities

Charter schools should establish a list of liabilities that should be reviewed and, if necessary, accrued, at the end of each accounting period and at fiscal year-end. Examples of liabilities that should be considered for accrual are:

- Salaries and wages

If the payroll period does not end on the last day of the fiscal year, the portion of wages earned as of the last day of the fiscal year but not paid until the subsequent fiscal year should be accrued.

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- Vacation pay and other compensated absences
 - Rents and leases
 - Interest on notes payable
 - Insurance premiums
 - Audit fees

Because the annual audit cannot be completed within the audited fiscal year, accrual of audit fees applicable to the audited year is appropriate.

- Charter management organization fees
- District oversight fees
- Other management estimates such as potential legal accruals for contingent losses

Notes Payable and Lines of Credit

These include notes or loans payable and lines of credit are forms of debt and financing obligations. All forms of financing should be described in detail and formally approved by the charter school's governing board. The receipt and use of the funds, and the due dates of financing obligations, should also be tracked to ensure that the charter school has sufficient funds to pay its creditors.

Accounting and Classification of Financial Obligations

For each financial obligation, the charter school should prepare an amortization schedule and reconcile it to the accounting books and records. At the end of the fiscal year, the obligation's current and noncurrent portions should be recorded.

The current portion of an obligation is the amount of the obligation that is due within one year. The noncurrent portion of an obligation is the amount of the obligation that is due after one year. The amounts of current and noncurrent portions of an obligation are readily identifiable in the amortization schedule. Based on the amortization schedule, the principal portion of payments due with the next year shall be classified as a current liability in the statement of financial position. The principal portion of payments due after one year shall be classified as long-term or noncurrent liability in the statement of financial position.

Any interest owed but unpaid as of the end of the fiscal year or as of the end of an accounting period should be accrued as a liability.

For all financing obligations, the charter school should reconcile the actual principal and interest payments made and recorded in the general ledger with the lender's loan document terms and amortization schedules. This reconciliation should be performed at least at the end of each fiscal year, but preferably semiannually or quarterly. Any differences between the amount recorded in the general ledger and the amortization schedule should be resolved and documented.

The charter school should classify as current liabilities any demand notes and any other notes, obligations, or interorganizational loans (such as due to and due from transactions) that do not have repayment dates.

Documentation of Notes Payable

All notes payable should include the following information:

- Name and address of lender
- Date of agreement, renewal, or extension
- Interest rate
- Repayment terms
- Total amount of debt or available credit
- Amounts and dates borrowed
- Maturity date
- Description of collateral if any
- Address to which payments should be sent
- Contact person at lender
- Loan covenants, if applicable
- Termination clause

Termination clauses are helpful for loans and lease obligations when the charter school needs to secure financing and classroom and office space before approval of the charter petition, or if an existing charter school's charter is not renewed.

Supplies

All supplies should be tracked sufficiently to help prevent theft, spoilage, over- or under- stocking, and obsolescence. For example, obsolescence can occur when an organization purchases toner cartridge but replaces the laser printers before the cartridges are used and cannot use the cartridges in the new laser printers.

Supplies include educational and office supplies and cleaning and maintenance supplies. Educational supplies may include textbooks and laptops checked out to students. Supplies should be safeguarded in a secure area.

Professional Development

Professional development can improve employees' performance in their present positions and help them obtain skills, knowledge, and abilities that may improve their opportunities for advancement within the organization.

Allowable Professional Development Expenses

Professional development should be preapproved by the administration and by the CFO or CFO's designee to ensure adequate funding exists. Professional development opportunities include seminars, educational courses and degree programs that will help an employee perform their essential job functions and increase the employee's contribution to the charter school.

Other professional development expenses that can be reimbursed under this policy are

membership fees to professional organizations; registration fees for meetings, conferences, workshops, and seminars; and fees and subscriptions for scholarly journals, books, and computer-based resources.

Employees should be required to submit documentation of the completion of any professional development to the CFO or area superintendent or the principal, or the designee within 10 days after receiving the documentation. Failure to do so could result in the employee being required to reimburse the charter school for the costs of the training or coursework.

Requesting Professional Development Funds

During budget and LCAP development, after considering operating expenses and required reserve amounts for each fiscal year or portion thereof, the CFO should evaluate how much of the charter school's money can be allocated to fund the professional development budget for employees. Any allocation should be in accordance with the LCAP process and its input from stakeholders.

Upon approval of the budget by the governing board, applications from employees who wish to use professional development funds should be accepted in the current year, contingent on whether funds are available for the next fiscal year. Late applications may be considered after all properly received applications are processed.

Incomplete applications should not be considered. Completed applications should include the following information:

- Name of the institution or source of training.
- Whether the professional development will occur during work hours or personal time. If work hours need to be used, the application should contain authorization from the employee's supervisor for the time away from the workplace.
- Cost estimate for the fiscal year and total costs for the entire professional development.

How the professional development relates to improved performance in the charter school

or helps with advancement within the charter school. These goals should also be discussed with the employee's immediate supervisor.

- Estimated date of completion.

The CFO, CFO's designee should evaluate the applications received and determine the best use of allocated professional development funds.

An employee who accepts training and/or coursework paid for by the charter school should have written authorization from the CFO, CFO's designee, or designated professional development committee.

Financial Reserves

Financial reserves are needed to manage cash flow and to help protect a charter school from unforeseen revenue shortfalls, unexpected costs, and economic uncertainties. Financial reserves also help a charter school save for large purchases and reduce the cost of borrowing money.

Although not applicable to charter schools, regulations regarding school districts' financial reserves are contained in the California Code of Regulations, Title 5, Section 15450, and are updated annually on the California Department of Education (CDE) website at <https://www.cde.ca.gov/fg/fi/ss/>. Current reserves for school districts' 2021-22 budgets are as follows:

:

Available reserves for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts as applied to total expenditures and other financing uses:

- the greater of 5% or \$71,000 for districts with 0-300 ADA
- the greater of 4% or \$71,000 for districts with 301-1,000 ADA
- 3% for districts with 1,001-30,000 ADA
- 2% for districts with 30,001-400,000 ADA
- 1% for districts with 400,001 and over ADA

Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

According to FCMAT as recommendation in combination with CDE guidelines listed above, the Charter School adopts a minimum (unassigned) cash reserve of 5% of the total of all budgeted expenditures and shall develop a five-year plan to increase that reserve from 5% or less to 10% of total budgeted expenditures. Care should be taken to not spend more on non-classroom-based instruction than the percentage allowed by the SB740 funding determination requirements, as applicable. If the Charter School already maintains 10% or higher (unassigned) cash reserve, the

management, corporate officers and the board could recommend targeting the funds for specific purposes.

Reserves Versus Cash On Hand

Financial reserves are often confused with cash on hand. In general, a 5% cash reserve does not mean that the charter school has 5% of total budgeted expenditures available as cash on hand. For example, an increase in accounts receivable represents an increase in revenue, which increases overall all net assets; however, this does not increase cash at the time the receivable is recognized. Sometimes a receivable is not recognized until months later, and in rare cases may become disallowed because the charter school has not followed certain state compliance requirements. For this reason, some or all of a reserve may not be immediately available.

Larger cash reserves are prudent for charter schools because during economic downturns charter schools have fewer options for borrowing than non-charter public schools, and often pay higher premiums and interest rates when they do borrow. The Board of Directors adopts a minimum of 10% of the total expenditures to allow for uncertainties, deferrals, and unexpected circumstances (designation from economic uncertainties) The Charter School will develop a three-year cash reserve plan to maintain or reach a minimum 10% of total expenditures to a maximum of 20% of total expenditures cash on hand reserve fund. The cash reserve fund balance and school reserve percentage will be presented to The Board of Directors. If the amount of cash on hand reserve and percentage of reserve is below the minimum 10%, a plan will be presented along with the updated financial reporting to the Board of Directors.

Committed Funds Plan

If the amount of cash on hand reserve and percentage of reserve is above the maximum 20%, a Committed Funds Plan will be presented along with updated financial reporting for the Board of Directors consideration and adoption.

In cases where these committed funds are needed due to mitigating financial impact from major, non-recurring or unforeseen expenditures, the Area Superintendents may use the funds in the immediacy to avoid any potential penalties to the charter, and the Board of Directors will ratify use of funds at the next scheduled regular board meeting. For all other changes to the Committed Funds Plan, a new plan will be presented along with updated financial reporting for the Board of Directors' consideration and adoption.

Journal Entries and Reclassification Entries

Journal entries can directly affect the overall presentation of financial statements. To ensure the accuracy of the charter school's books and records, all journal entries and reclassification entries should be documented in detail and should be authorized in by the finance oversight team or designee.

All general ledger entries, including audit adjusting entries, reclassification entries, and other such journal entries, should be supported by journal vouchers or other documentation, which should include a reasonable explanation of each entry. Examples of such journal entries include:

- Recording of noncash transactions
- Corrections of posting errors

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- Nonrecurring accruals of income and expenses
 - Bank account transfers

Certain recurring journal entries occur in every accounting period. These may include, but are not limited to the following:

- Accruals of recurring expenses
- Depreciation of fixed assets
- Amortization of prepaid expenses
- Amortization of deferred revenue

Detailed supporting documentation for recurring journal entries should be in the form of a schedule associated with the underlying asset or liability account, or, in the case of short-term recurring journal entries or immaterial items, in the form of a journal voucher.

Chapter 9– Cash Management and Banking Policies and Procedures

Internal Control for Continued Operation During Telecommuting

While working remote throughout the course of business operations when original signatures are not available, to ensure proper internal control several steps must take place by the school:

- 1) The accounting team supporting the schools accept email approval from an authorized designee to request line of credit drawdowns when working remote. This would also apply to any other ACH transfers that might take place while staffs are telecommuting. This is to ensure compliance by receiving email approval emails rather than requiring a signature approval in writing.
- 2) Electronic signatures through trusted and secured sources such as but not limited to Adobe and DocuSign from an authorized designee on agreements and contracts are accepted.
- 3) Electronic email approvals are accepted by the authorized designee for vendor invoices and Purchase Orders.
- 4) Replacing two signature approvals (one facsimile and one original written signature) with two facsimile signatures is accepted however, having one facsimile signature and the second facsimile signature in combination with a designee approval via email for checks over \$25,000.

Check Signing Authority

Check signing authority should be always given to at least three individuals. Check signers should not include any staff members who process vendor payments or payroll, write checks, or perform any other tasks associated with cash transactions.

Authorized Check Signers

A formal list of those authorized as check signers is prepared, and the governing board and CEO

should approve all check signers. The CEO, CFO and one other reliable charter school management employee are named as authorized check signers for each bank account.

Each designated signer should be a trusted individual but does not have to be an employee; for example, he or she may be a governing board member.

Adding or Changing Check Signers

The CFO or CFO's designee should maintain a log of authorized check signers. The log should include each check signer's name, start, and end date if applicable.

The CEO or the governing board may revoke check signing authority at any time for any reason; notification of this action should be in writing. The CFO should ensure that the charter school's banks are notified whenever authorized signatories are changed.

Cash Management of Federal Funds

The charter schools cash management of federal funds follows 2 CFR 200.305. All federal funds are tracked separately in the accounting system. If appropriate the school will open an interest bearing account and manage advanced payment funds with the federal standards.

Cash Receipts and Deposits

Proper accounting procedures for cash receipts and deposits are essential for safeguarding funds received. Cash receipts usually come from the following:

- Contracts and grants
- Donor contributions
- Fundraising activities

Cash Receipts Procedures

The charter school secretary or other designated employee should receive, open, date stamp, and distribute all incoming mail. As cash receipts are received, such as checks, money orders, or cashier's checks, they should be forwarded to the business office. The accountant or other staff member responsible for cash receipts should stamp all checks with a restrictive endorsement and make one copy of each check.

A restrictive endorsement includes the following:

- A stamp stating, "For Deposit Only."
- The charter school's designated bank deposit account number. The name of the charter school. If the bank has an onsite electronic scanners to deposit checks, that system will be used.
- The bank's name.

Cash payments should be limited as much as possible. Anyone who wishes to pay the charter school in cash for any service, fundraiser donation or other reason should be issue a receipt

and record the received amount in a triple copy receipt book. The copy of the receipt book should go to the payee, one should be sent to LLAC with the deposit, and one should remain in the book. At the end of each day, the cash receipts log amounts should be matched to the individual receipts accompanying the cash, and to the cash count. The count should be performed and confirmed by two people (also known as witnesses), one of whom may be the individual who collected the cash at the school site.

Receipts should be issued from a multicopy receipt book: the original receipt is given to the person remitting the funds, one copy stays with the cash and is attached to the cash collection documentation (cash receipts log), and one copy remains in the receipt book.

Both witnesses should sign the receipt log, indicating that they counted the funds together. All funds received should be kept in a locked cabinet.

Bank deposits should be made regularly, but at a minimum of a monthly basis. A procedure should be in place regarding how often they should be made. For example, if amounts collected during a week total less than \$500, the rule is that the deposit should be made on the last business day of that week; when amounts collected on any day exceed \$500 in total, the rule could be that the deposit be made on that day. The business department accountant does the following:

- Processes the endorsed checks.
- Maintains the deposit logbook.
- Ensures the correct account allocation for each deposit.
- Takes the deposit to the bank, accompanied by a witness whenever possible. If individuals other than the accountant will take the deposit to the bank, ensure that the charter school's insurance covers those individuals. If the scanning machine is available for the bank the deposits are made onsite electronically.

A copy of the deposit slip should be attached to the deposit, and both should be attached to and filed with the monthly bank statement.

At the time of deposit, all cash and checks should be collected, and a bank deposit slip prepared. The business department should be certain that the cash receipts are deposited into the correct bank account and that the name of the charter school is listed on the deposit slip.

Extreme care should be taken to ensure the safety of the individuals who make the deposit and the deposit itself. Precautions include making deposits only during daylight hours, using random deposit times and different routes to the bank, and assigning two people to make deposits.

At no time should the "less funds returned" section of a bank deposit slip be used; the entire amount should always be deposited without any cash returned or withheld. Similarly, no disbursements should be made from any cash collections.

School Center Cash Receipts

If any funds are remitted at a charter school site away from the central business office, the school secretary should follow the receipting and handling procedures described above, including keeping the funds in a locked in a secure location until the funds can be taken to the

bank for deposit.

Cash Receipts and Accounts Receivable

The business office should use a photocopy of the checks and customer remittance advices to apply the cash payments to the accounts receivable ledger, if applicable. Account remittances are to be credited against

the oldest open receivable in the accounts receivable ledger. A standard letter of information and/or inquiry should be sent or faxed to the payer when there is any question about the correct application of the check or cash payment amount.

Returned Checks and Improper Checks

The charter school should attempt to deposit returned checks a second time; if the check does not clear on the second attempt, the payment should be returned to the vendor and the general ledger account to which it was applied adjusted. No check should be withheld from the deposit unless it is legally imperfect (e.g., no maker signature), in which case the business department should immediately contact the payer and discuss the best method to remedy the imperfect check.

A charter school should never cash personal checks.

ACH Payments (Direct Payments)

ACH Payments are a way to pay customers and vendors quickly.

Incoming wire transfers require the same documentation procedures as cash receipts and deposits. When the charter school's bank receives a wire transfer, it may notify the charter school by email, fax, or via its online banking site. This notification documents that the money has been received.

Only the CFO or CFO's designee should be permitted to initiate an ACH Payment. All outgoing ACH Payments should be performed using the bank's secure website

All outgoing ACH Payments should be made from the charter school's primary checking account.

Credit Cards

The charter school governing board has established policies and procedures regarding the issuance and use of credit and debit cards – Please refer to the Credit Card policies and procedures. The ability to use credit and debit cards is a convenience that should be extremely limited and carefully controlled and monitored. Using a credit or debit card is the same as handling cash and should be subject to the same precautions and requirements.

Issuing Credit and Debit Cards

Corporate or charter school credit cards should be issued only to personnel who travel on charter school business or who have a legitimate need to purchase goods and services, either in person or online, when a purchase order cannot be approved in time or when a vendor will not accept a purchase order. Credit cards should not be used to bypass established purchasing procedures, may include advanced approval processes, and the use should be minimal and infrequent.

Every staff member who is authorized to use a credit card should be required to sign a credit card policy annually, acknowledging that the card shall be used exclusively for legitimate

charter school-related business purposes and that the cardholder agrees to take reasonable precautions to protect the card from loss or theft by storing it in a secure location. Upon approval from the credit card company, a card will be issued bearing the names of both the individual and the organization.

Cardholder Responsibilities

To be issued a card, an individual should be a full-time, permanent employee of the charter school and agree to all terms and conditions established by the charter school. Cardholders may be made personally liable for all inappropriate charges and personally responsible for settling any dispute over any purchase from a vendor. The Charter uses RAMP credit cards and purchase management system. The system tracks approval and captures receipts.

Credit cards should be used only when a supplier does not accept a purchase order; whenever possible, cardholders should plan activities and submit travel and purchase order requests early enough to use the regular purchasing system rather than a card. Even purchases with a credit card may be approved in advance. Any charter school credit and debit cardholders may have their card revoked for violation of the preapproval process if it is determined there was enough time for them to request and receive approval for a purchase order using normal purchasing procedures.

The charter school should establish, and all cardholders should adhere to the following rules and conditions:

- When using a credit card for internet purchases, cardholders should ensure that the website uses secure socket layer encryption (such websites' addresses will start with https:).
- Purchases shall not exceed established limits at time of issuing if applicable.
- Credit cards shall not be used for personal expenses, gift cards, equipment, communication devices, institutional memberships, or computer software or hardware.
- All credit cards must be requested by the Area Superintendent or Area Superintendent designee.
- Cardholders shall not make personal use of a credit card, assign to someone else the use of a credit card, or pay for another employee's or person's expenses with the credit card.
- All copies, detailed receipts must be attached to the transaction in the RAMP system. With the RAMP card the process is automated and electronic, receipts are uploaded in the RAMP system.
- If a receipt is missing, payment will be the responsibility of the cardholder, unless the Area Superintendent or designee determines otherwise.
- If the accounting department identifies any inadvertent personal charges or unauthorized uses of the card, the card statement and all backup documentation will be forwarded to the Area Superintendent for designee or review.
- The Area Superintendent or designee will discuss with the cardholder any charges of concern, and the cardholder will be required to reimburse the charter school immediately for any inadvertent personal charges or unauthorized charges.

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- The Area Superintendent or designee determines whether to revoke the cardholder's credit or debit card privileges and whether any disciplinary actions will be taken. The Area Superintendent's credit card privileges may be revoked by the governing board or designee
 - Purchases made using a credit card are subject to the same criteria and requirements as all other purchases.
 - Review and approval procedures are as follows:
 - The accounting department will review all charges on the card statement against all purchase documents the cardholder submits.
 - Any charges not made by the cardholder will be identified and discussed with the accounting department staff and forwarded to the Area Superintendent or designee.
 - The Area Superintendent or designee will review and approve or disapprove principals' credit card use; the Superintendent of Schools or designee will review and approve or disapprove the Area Superintendents credit card use; and the chairperson or designee of the governing board will review and approve or disapprove the Area Superintendent's credit card use.
 - All cardholders should report the loss or theft of their charter school credit card immediately to the credit card company and the Area Superintendent or designee, even if the loss or theft occurs on a weekend or holiday. If a credit card is stolen, the cardholder should file a police report, and a copy of the report should be maintained for insurance purposes.

Employees' Personal Credit Cards

An employee may use their personal credit or debit card for legitimate charter school business-related purchases and submit an expense submission form, not to bypass established purchasing procedures, including advanced authorization requirements.

Bank Account Reconciliation

Bank reconciliations are a major internal control mechanism and should be prepared and reviewed accurately each month. Reconciliations should be performed for all of the charter school's bank checking and savings account transactions.

Preparing Bank Statement Reconciliation

Business office staff should complete the bank reconciliation no later than two weeks after receiving the bank statement. The CFO or the CFO's designee should review every completed bank reconciliation. To ensure proper segregation of duties, the individual who prepares the bank reconciliation should not be involved with any cash transactions.

Any interest, bank charges or other fees or charges should be posted to the account before reconciling. Most electronic accounting systems allow users to enter interest credits, bank charges and other fees during reconciliation.

Electronic Bank Reconciliation

An electronic bank reconciliation follows the same procedures as described above for a manual reconciliation, but the computer performs the calculations and helps speed the process.

When using electronic bookkeeping to perform the bank reconciliation, the computer will automatically display a list of all items that have been posted to the cash account but not cleared in the previous month's account reconciliation; a field for entering the correct month-end date; and the month-end cash balance.

There is no need to manually list and clear check and deposit transactions. Instead, staff should begin the reconciliation by checking off those transactions that agree with the bank statement. Once this is completed, the remaining (i.e., not checked) entries on the screen are the outstanding checks and deposits processed after the statement close date.

The benefits of a computerized bank reconciliation are that the screen usually provides a continually updated reconciled cash amount that should match the ending bank balance amount once all items are correctly accounted for and cleared. Usually, the accounting system does the math, and the screen displays both the ending bank balance and the reconciled cash amount with

the remaining difference, if any. Any differences or discrepancies should be researched and corrected.

After the bank account reconciliation is completed, a report should be printed that shows the reconciliation details, including outstanding checks and deposits in transit.

The bank reconciliation, its supporting detail reports of outstanding checks and deposits, cleared checks and deposits, and other reports should be printed and attached to the reconciliation cover page. These should be signed by the business office staff who prepared the reconciliation and by the CFO or CFO's designee after they have reviewed and approved the bank reconciliation.

Chapter 10 - Fixed Assets, Leases, and Depreciation

Fixed Assets and Leases

Acquisitions and disposals of assets should be carefully documented. There are two types of assets: depreciable assets, also known as capital assets (this includes land even though it is not depreciated); and assets the charter school should track for inventory purposes but not depreciate. All assets should be purchased and, when applicable, such as with automobiles and buses, registered in the name of the charter school and not the name of an individual.

Assets that should be depreciated include furniture, fixtures, automobiles and buses, buildings, building improvements, and equipment. The straight-line depreciation and amortization method should be used. Alternative or accelerated depreciation methods may be used when considered necessary and if approved by the CFO.

Asset Purchase Approval

All purchases of assets costing less than \$3,000 should be approved by the employee who manages purchasing. Assets costing more than \$3,000 should require both the Area Superintendent, CEO, CFO or Superintendent's approval, (exception: If the school has no area superintendent this responsibility falls under the principal) please refer to the chart of approval

procedure and limits previously discussed.

Capitalization Threshold

The school's capitalization policy for all capital purchases retroactive to July 1, 2022, is based on school's ADA. Any item below \$10,000 will not be capitalized and is recorded as an expense item. Please note recording of the capital expenditures according to the thresholds below:

1-250 ADA \$10,000

251-1000 ADA \$25,000

1001-5000 ADA \$50,000

Assets purchased with Federal funds that cost \$5000 or more and have a useful life of one year are depreciated and tracked for federal guideline reporting purposes and will remain the property of the public. If the asset is purchased with the federal funds, once depreciated or no longer in use must be returned to the grantee.

The remodeling of facilities and replacement of structural components should be depreciated and/or amortized as appropriate if the cost exceeds \$50,000.

Leasehold improvements, including painting, should be capitalized if they are part of the building or due to a major renovation of an existing space or site and meet the capitalization requirement.

Authorization

Proper authorization should be obtained using the charter school's purchasing process. Approval should be documented on all purchase orders or check requests submitted to the business office. School principals may identify the vendor for purchase of the capital assets or may submit the request to purchasing staff in the business office for procurement.

The Charter adapts FCMAT recommendation requiring three quotes for any purchase of \$50,000 or more.

When the quotes are received, the evaluator should evaluate them based on price, functionality, warranty, repair and maintenance issues, reliability, and other factors. The requester should forward the three best quotes to the CFO or designee, who will forward their recommendations to the CEO or designee for final review and decision.

Constructed or Donated Equipment

Any equipment constructed by charter school employees or donated to the charter school should be reported to the business office if the item has a value of \$5,000 or more. The report should include a complete description of the property, the date it was manufactured or received, the number of items, the cost or estimated value, and a statement indicating whether it was constructed by employees or donated.

Donated equipment becomes the property of the charter school. Also, the charter school's governing board or its designee must approve the donation. If the equipment has no reasonable use or purpose for the charter school, the donation should not be accepted.

Chapter 11 – Expenditures, Payables, Purchasing, and Vendors

Accounts Payable and Cash Disbursements

Only properly authorized and documented payables should be recorded and paid. Payables result

from purchases and from having entered into contracts for supplies, merchandise, agreements, services, and other non-merchandise transactions.

Accounts payable are usually created when an organization has recorded liabilities for the receipt of supplies or services accompanied by a purchase order or contract, has finalized a liability when a vendor's invoice is received, and is preparing to pay for the goods and services.

Accounts Payable

The accounts payable process begins when documents such as a purchase order, vendor invoice or consultant contract and invoice are forwarded to accounts payable in the business office. Accounts payable assembles the purchase order, invoice, and any other documents for temporary filing and for subsequent matching to create the accounts payable check request.

After the accounting department has received all necessary documents such as proper authorizations, validation of the purchase or service, and receipts for purchased items or services, and after it has documented the accuracy of amounts, the process for documenting the purchase or services is as follows:

- The purchase order should be reviewed to ensure that it has proper authorization, matches the characteristics of the purchase, and has the agreed-upon price(s). The invoice should be reviewed for both accuracy and for the product or services delivered.
- The vendor invoice and purchase order should be stapled together, with the invoice on top.
- The invoice and packing slip or other receiving reports showing quantities shipped or delivered should be compared to each other and confirmed as received. Any discrepancies must be resolved before the payment process begins.
- Calculations on the invoice should be reviewed for accuracy, including quantities received multiplied by unit price, and totals.

Accounts Payable for Non-merchandise

The purchase order process is usually not used for non-merchandise expenditures such as legal or professional fees, rents, utilities, insurance, repairs, and taxes. However, the charter school should have other documentation for such expenditures, including but not limited to memoranda of understanding, contracts, requisitions, or other agreements. When an invoice is received, the charges should be entered into the payable system and coded to the correct expense account.

Usually, after invoices (both merchandise and non-merchandise) have been entered into the payable system, they can be filed in their respective vendor files and organized sequentially by date. To guard against misfiling or duplicate entry of an invoice, each invoice should be stamped "entered" and have date of entry written on it when it is recorded in accounts payable.

Cash Disbursement and Payment of Accounts Payable

Electronic accounts payable systems usually provide an accounts payable report that lists open payables and their age, such as 30, 60, 90, or 120 days or more. The business office should review all payables and pay them based on funds available and a projection of cash flow or receipts.

If sufficient funds are not available to pay the payables selected, a disbursement or check should not be prepared.

If sufficient funds are available, the selected payables or bills should be processed for disbursement by printing a check, completing an online bill pay, sending a wire transfer, or creating an automated clearing house (ACH) withdrawal.

When favorable early payment terms are available, accounts payable should be paid within seven days of when the early payment term expires, unless the CFO or designee determines otherwise.

Any vendor credits (that is, amounts owed to the charter school) should be applied in full to all amounts owed to the vendor when determining payment. In other words, always apply vendor credits to the next available payment because there is no reason to hold a credit. Vendor credits are normally received in the form of a credit memo or adjusting invoice. Vendor credits should be entered into the accounting system the same way as any other invoice and applied to the next payment made.

Once it is determined which invoices will be paid, and they are matched with the printed checks, wire transfer, online bill pay, or ACH withdrawal documents, the invoice documentation package should be presented to the CFO or designee for review and authorizing signature if required and before mailing it out to vendor. ACH withdrawal should be managed with proper delegation of duties for control. A designee will initiate the ACH batches with the same oversight as any other outgoing funds. The oversight supervisor will review batches before release. For any ACH exceptions, the supervisor or designee will release the funds after checking all the backups.

Facsimile signatures are authorized when an original written designee signature is not available for checks below \$24,999. For checks above \$25,000 two facsimile signature is authorized please also refer to exceptions for remote work.

When the invoice package is returned from the CFO or designee, staff should immediately ensure that all printed checks, wire transfer, online bill pay, or ACH withdrawal documents are signed, approved, and recorded correctly in the accounting system. A copy of the check is attached to invoice to prevent duplicate payments.

If one check or online bill pay is used to pay for multiple invoices, the stub should be either photocopied or the online bill pay screen printed and a copy attached to each paid invoice.

Another option is to attach all paid invoices to one check stub or online bill pay document. All resulting documents should be filed sequentially by check number in the checks paid binders or in the vendor file.

The checks should be mailed as soon as possible after they have been posted and marked as “paid” by the system. Checks should not be held after posting. Holding of checks usually occurs when there is insufficient cash flow; doing so increases the difficulty of projecting cash-flow reduces the accuracy of the cash balance and causes confusion when trying to reconcile accounts payable vendor balances. In addition, a payable or liability remains until the check for it is mailed. As stated above, if cash flow is not sufficient, checks should not be posted and printed.

The Board authorizes the School Official or Sr. Administrator to review Accounts Payable Check Register on a monthly basis.

Purchasing

The purchasing function in an organization is used when procuring supplies and equipment. The purchasing process begins with a requisition or request for purchase. When a requisition is approved, it becomes a purchase order, which is a formal authorization to purchase. A purchase requisition should not move forward if adequate funds are not available.

Purchases Order and Purchase Requisition

The purchasing function is considered part of the business office, and its responsibility is to obtain the best possible price and quality for all purchases.

At least three quotes may be required for any purchase that costs more than \$50,000. The purchaser should control and review the quotes, then evaluate them with the help of the purchase requester and select the best option. After this, the three quotes should be reviewed, and a recommendation forwarded to the CFO or CEO or designee for final review and decision.

Purchase orders should be made on prenumbered forms. Many financial software systems contain purchase order forms and templates, as does Microsoft Office software; other such forms and templates are available online.

For purchases of less than \$25,000 the originating individual or department should prepare a purchase request. Purchase requests and purchase orders should include the following information:

- Date merchandise or services are required.
- Quantity required.
- Vendor name.
- Complete description of parts or model numbers, and link to vendor's website if available.
- Any drawings or specifications that help further document the purchase.
- Special shipping or receiving requirements.
- Requesting department name.
- Special inspection requirements upon receipt.
- Other requirements.

For purchases of the following, the additional information listed is required:

- For airline tickets — each passenger's legal name, date of birth, gender, departure and arrival airport codes, and exact dates of departure and arrival.
- For vehicle rentals — vehicle type, dates of use, and pick-up and drop-off locations.
- For textbooks — full International Standard Book Number (ISBN).
- For subcontracted services (e.g., consultants, service technicians, and architects):
- A complete description of the service to be performed — the deliverables.

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- Engineering drawings and specifications if appropriate.
 - Requirements for personnel qualifications and/or licenses.
 - Other documents such as insurance forms and certificates of insurance naming the charter school as additionally insured.
 - Quality standards to be applied.

The business office or purchasing group or department should review the proposed purchasing terms, vendor qualifications, pricing and other factors listed by the requester. Purchasing should notify the requester of any questions, adjustments or differences noted during this review before placing the order.

Reimbursements for purchases made by staff should be processed only after proper authorization is provided and should be made according to the reimbursement guidelines.

Placing a Purchase Order

The requester of goods or services is responsible for completing a purchase order for all orders. Purchase orders are not required for expenditures for which a contract exists, or expenditures for salaries and benefits.

The purchase order should include details such as inspection requirements and special packaging requirements.

Any purchase order greater than \$25,000 to be reviewed and signed by Board Member.

Once the purchase order is approved, orders may be placed with the vendor via mail, telephone, fax, the internet, or in person. When orders are placed in person or by telephone, the vendor contact person and date of order should be noted, and a confirming copy of the purchase order should be sent to the vendor.

The business office or purchasing group or department remains responsible for communicating with those receiving the merchandise and should confirm and monitor shipping and delivery.

Keeping Records

All purchases orders are issued within our purchasing system, Microix. All POs are store electronically. Orders will not be paid until fully received within the system. Orders are reviewed on a weekly basis to determine appropriate follow up.

The employee receiving packages will access the purchasing system and mark each item in the PO as received. This serves as a virtual packing list and indicates when and how many items have been received. If a partial shipment is received, the employee receiving in the purchasing system should only document the items received so the remaining items purchased will remain open.

Purchase Order Terms

Because a purchase order is a legally binding contract when the supplier, vendor, or service provider accepts it, a charter school should always make sure its purchase orders communicate its request or requests clearly and in detail to avoid confusion.

The purchase order should include terms, deliverables, and any other information needed to complete the purchase successfully. Examples of additional information include:

- A copy of the invoice is requested.

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- Orders should be entered in accordance with the prices, terms, delivery method, and specifications listed on the purchase order.
 - Immediate notification is requested if the item(s) cannot be shipped immediately or as specified.
 - Information on where all correspondence should be sent: (specify the name, address, phone number, and email address).

Vendor Selection

Ensuring that vendors are properly vetted, documented, and inspected, and that they are performing the services agreed upon, is essential to maintaining internal controls for expenditures.

Products and services a charter school purchases should conform to its requirements. The charter school should select suppliers, consultants and contractors that are able to supply the services, products, and materials it needs to operate.

Vendor Selection Criteria

New vendors should be evaluated according to the following criteria:

- Pricing

The vendor's pricing should be competitive, but it should not be the only criteria.

- Capability

A vendor should be able to demonstrate that it is in good financial standing, has sufficient employees, equipment and facilities to perform the work required, and has the required professional licenses and experience.

- Parts and Deadlines

The vendor should have access to the required parts and be able to meet the charter school's shipping deadlines.

- Warranty

Sufficient warranty information should be available, if applicable.

- Federal and State Funding Eligibility

When applicable, ensure that the vendor is not barred from receiving federal or state funds.

- Ongoing Vendor Evaluation

Are deliveries consistently on time and in good condition?

Is the quality of services or products consistently high?

Are their employees and subcontractor's professional to work with and knowledgeable about the product or service provided?

Vendor Files

A file should be created and maintained for each vendor and used for significant or ongoing purchasing. The vendor files should be organized alphabetically and should include the following items:

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- IRS W-9 Request for Taxpayer Identification Number and Certification (available as a pdf download from [http:// www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf), or in hard copy from any local IRS office).
 - State Board of Equalization resale certificates (required only for those that resell their purchases).
 - Legal contracts, dealer or marketing agreements, and other such documents.
 - Long-term purchase order commitments.
 - Proof of insurance (certificates of insurance may be necessary for some services such as consulting).
 - Any other relevant correspondence or documentation.

Form 1099 must be prepared at the end of every calendar year for reporting of income to certain vendors. To determine whether a 1099 must be filed, all non-merchandise vendors should complete an IRS form W-9.

A Form 1099 must be completed for all contractors for services (such as accountants, consultants, and repair services) that are not incorporated, and for all lawyers regardless of whether they are incorporated.

Receiving and Inspection

Everything the charter school receives, including supplies, equipment, materials, or components, should go through a receiving process and be safeguarded.

Receiving and Inspecting Supplies and Materials

The purpose of receiving is to verify that supplies or materials received are in proper order. Typically, supplies or materials from a vendor will be accompanied by a packing slip that indicates the types and quantities of items in a shipment. If there is no packing slip, the vendor's invoice should be used as a substitute.

Whether the receiver is the business office or someone at a school site, all received supplies or materials should be unpacked, inspected for damage, counted, and checked off on the packing slip, and checked against the purchase order to ensure a match. If the packing slip and the purchase order match, the receiver should sign off on the packing slip and forward it to the business office so payment can be processed when an invoice is received.

If any discrepancies are found they should be documented in detail on the packing slip before it is signed, the business office should be notified immediately, and the business office should make the final decision about whether to accept or reject the shipment.

In addition to the packing slip and other shipping documents such as a bill of lading, a combined receiving and inspection log can be used to document the condition of items and other receiving information

Discrepancies and Rejections

All discrepancies and any rejection of supplies or materials should be documented in detail and on the packing slip, forwarded to purchasing, and followed up on with the vendor.

Any supplies or materials that are damaged or otherwise suspect should be separated from the

acceptable items and clearly identified (e.g., with a red tag). The business office or purchasing group or department is responsible for following up with the vendor to discuss the disposition of the damaged or suspect inventory. Disposition options include but are not limited to returning items to vendor for credit or identifying the items as scrap.

All accepted supplies or materials may be stocked or sent to the school site.

Prepaid Expenses

Prepaid expenses are expenses that result in a future benefit. At the option of the CFO or designee, prepaid expenses may be accounted for monthly, quarterly, semiannually, or at the end of the fiscal year.

Prepaid Rent Example

One example of a prepaid expense is paying the current month's rent of \$1,000 plus the next two months' rent (an additional \$2,000) all in the current month with one check for \$3,000. The first month's rent of \$1,000 would be recorded as a rent expense and the remaining \$2,000 of the \$3,000 check would be recorded in the asset account known as prepaid rent. The \$2,000 is an asset because the next two months for which rent has been paid have not yet occurred. As each of the two subsequent months comes about, \$1,000 per month will be moved, usually by a journal entry, reducing the prepaid rent account and increasing the rent expense account.

Accounting Treatment for Prepaid Rent

Prepaid expenses with future benefits that will occur within one year from the date of the financial statements should be classified as current assets. Prepaid expenses for benefits that will occur more than one year from the date of the financial statements should be classified as noncurrent assets.

If prepaid expenses are recognized only at the end of the fiscal year, as part of the end-of-year account coding and recording of disbursements, all incoming vendor invoices paid prior to yearend should be reviewed

for future benefits. If future benefits are identified and payment processed, the payment should be given a prepaid expense account code.

The business office should maintain a schedule of all prepaid expenses that includes the amount and date paid, the period covered by the prepayment, the purpose of the prepayment, and the monthly amortization. The prepaid expenses schedule should be reconciled to the general ledger balance as part of the monthly closeout process.

Employee Relocation Costs

New employees and employees who move to a new location within the charter school organization are often reimbursed for moving expenses if such reimbursement is authorized by the governing board or designee.

If the board has authorized such reimbursement, the CEO or designee should approve and sign an employee relocation costs reimbursement before any relocation expenses are incurred.

The following relocation reimbursement limits are often considered standard amounts but are not mandated:

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- Intrastate moving: \$2,500
 - Interstate moving: \$5,000
 - International moving: \$7,500

All expenses identified as reimbursable by the IRS are eligible for reimbursement (see IRS Publication 521, Moving Expenses).

- House Hunting Expenses — This includes all expenses related to travel for the employee and household members.
- Temporary Living Expenses — Expenses incurred for temporary living arrangements while relocating.
- Travel Expenses — Includes cost of transportation, meals and lodging for the employee and household members while traveling.
- Moving of Household and Personal Effects — Includes actual costs of packing, transporting and unpacking household effects; in-transit storage costs; insurance; and moving household pets.
- Auto Shipment — Automobiles used as the primary mode of transportation of the employee and spouse. Automobiles may be driven or shipped. Mileage reimbursement will be provided at the organization's approved rate if automobiles are driven.
- Real Estate Expenses / Early Lease Termination – Any early lease termination charges incurred by the employee from his or her landlord are reimbursable if related to a relocation, contingent on the CFO or designee's review of the employee's lease or rental contract.

Individuals who receive reimbursement for relocation and moving expenses should be aware of any personal income tax implications and should consult a tax professional.

If an employee ceases employment with a charter school less than one year after incurring reimbursable relocation expenses, the employee may be obligated to reimburse the charter school for any payments received for relocation. The final decision on whether reimbursement will occur is the CEO or designees.

Chapter 12 – Revenues, Receivables, and Restricted Funds

Accounts Receivable, Invoicing, and Receivable Accruals

Invoicing is the process of billing for services, fees or other charges, such as reimbursements for services or costs, federal, state, and local grants, lost book charges, or school meal account reimbursements. When an invoice is prepared, the accounting process records an account receivable for the amount billed, in the name of the person or organization being billed. Timely preparation and distribution of invoices is important because it helps recapture costs and improve cash flow.

Preparing Invoices

Electronic accounting systems can typically generate invoices in many formats, but they should all be numbered sequentially, and the business office should approve each invoice before it is sent to the customer.

If the charter school does not use an electronic accounting system, or if it uses one that lacks an invoice module that tracks invoices electronically, staff should keep a printed copy of each invoice in a file so outstanding invoices can be tracked.

Each invoice should describe clearly and in detail the services and charges, date, invoice number, type of service or item, quantity, rate, class or program code, price and extended amounts, and the customer's billing address.

Progress Billing

Progress billing is billing for a portion of labor and materials up to a certain point in time before a project is fully completed. Projects and programs that should be progress billed consistently include federal, state, and local grants and contracts, and services and projects provided by the organization. Billing monthly or incrementally as work or a service is performed helps maximize cash flow and ensure that grant and contract funding terms are met.

Progress billing should be reconciled monthly with the contract or service agreement to ensure it is accurate and should be supported by detailed documentation such as employee time cards charged to the contract or service agreement. The business office should ensure that all fees, costs, and services are billed for completely and accounted for in each contract.

Receivable Accruals

Receivable accruals may be prepared as needed and authorized by the CFO or designee. Receivable accruals are those amounts that are reasonably known and quantifiable. The charter school should require that fiscal year-end receivable accruals be.

Cash Receipts

Any time cash or a check is received, whether at the business office, a school site, fundraising events or other locations, every effort should be made to issue a cash receipt from a receipt book. Cash receipts are not required for payments received on an account invoiced from and owed to the charter school.

The individual who issues a cash receipt should always verify that all of the correct documents and information are provided to support the transaction.

Grant and Donation Revenue

All major types of revenue (e.g., grants, donations, state apportionment, and special education revenue) should be recognized and accounted for separately. This is particularly important for donations, grants and state funding because these revenue types often have statutory requirements or other restrictions.

Donations and grants may include donor-imposed or contractual requirements or conditions that must be met before the revenue can be recognized or earned. All such requirements or conditions should be monitored to ensure the requirements are met. Any revenue that has not met the requirements or conditions should be considered a liability and is often categorized as deferred revenue.

Recognizing Grant and Donation Revenue

Grant income is recognized as income when it is received. Charter school-related grants are

usually awarded on a cost-reimbursement basis or as advances against services to be performed. Revenue is based either on allowable costs incurred, such as with cost-reimbursement awards, or on other terms of the award such as a fixed price or unit of service. The types of grant income charter schools usually receive are education payments, and federal, state and local grants and contracts with various compliance requirements.

At fiscal yearend, grant income that has been incurred but not yet received should be accrued to comply with generally accepted accounting principles (GAAP).

Donations should be recognized as income when received, unless accompanied by restrictions or conditions.

Accounting for Donations

The charter school should recognize donation income in the period in which the contribution is received unless it is restricted. Donation income should be classified as increases in unrestricted, temporarily restricted, or permanently restricted net assets, depending on whether the donation has any restrictions.

Unconditional and Conditional Promises to Give

Unconditional promises to give should be recorded as assets, such as a receivable. When the promise is received, contribution revenue is recognized and is considered a temporarily restricted net asset. Unconditional promises to give that are to be collected within one year should be recorded at the promise's face value, less any reserve for uncollectible promises, as estimated by the CFO.

Unconditional promises to give that are collectible over more than one year should be recorded at their discounted net present value. The interest rate used when calculating net present value of an unconditional promise to give should be the risk-free rate of return available to the charter school when the promise was received. When all restrictions associated with a donated asset have been met, the business office should record a change in classification of the asset from temporarily restricted to unrestricted net

assets.

Conditional promises to give are donations that the donor will give to the charter school only when certain conditions are met. Conditional promises should not be recorded in the accounting records until all conditions are met. If the charter school receives a donation under conditional promises, the money or asset received is subject to being returned to the donor until the condition is met or until the donor waives it.

Volunteer Labor

The service of volunteers is a donation of time, and its value should be recorded as donation income and increased value of assets. This is the case when the services (donated time) create or improve a nonfinancial asset, such as a roof replacement. In such cases, the charter school should recognize revenue as the value of the hours donated and as the change in fair value of the improved asset.

Volunteer labor should be recognized in the accounting records if one or both of the following criteria are met:

- The donated service creates or improves a nonfinancial asset (such as a building)

equipment).

- The donated service possesses all three of the following characteristics:
- It is a type of service that the charter school would typically need to purchase if it had not been donated.
- It requires specialized skills (i.e., formal training in a trade or profession).
- It is provided by an individual who possesses those specialized skills.

Donated services that meet one or both of the two preceding criteria should be recorded at the fair market value of the service rendered.

Donated services should be recognized in the charter school's accounting records. For example, if a roof needs repair and the fair value estimate for that repair is \$3,000, the accounting records should recognize in-kind donation revenue of \$3,000 and a repair and maintenance expense of \$3,000. When a donor donates time and services, there is no tax deduction for the donor (IRS Publication 526, Charitable Contributions, lists "the value of your time or services" as a type of contribution individuals cannot deduct).

Receipts and Disclosures

When donations are received, a donation receipt and/or an acknowledgement letter should be provided to the donor. Internal Revenue Service Publication 1771, Charitable Contributions: Substantiation and Disclosure Requirements, is available at <https://www.irs.gov/pub/irs-pdf/p1771.pdf>. For information on vehicle donations, see IRS Publication 4302, A Charity's Guide to Vehicle Donations, and IRS Publication 4303, A Donor's Guide to Vehicle Donations.

Donors are responsible for making sure they have a written acknowledgment for any single contribution of \$250 or more. There is no legal requirement to acknowledge single contributions of less than \$250 unless the donor receives something of value in return for the gift, in which case special rules for quid pro quo apply.

The IRS (see <https://www.irs.gov/charities-non-profits/charitable-organizations/charitable-contributions-quid-pro-quo-contributions>) describes and defines a quid pro quo donation as follows:

... a payment a donor makes to a charity partly as a contribution and partly for goods or services. For example, if a donor gives a charity \$100 and receives a concert ticket valued at \$40, the donor has made a quid pro quo contribution. In this example, the charitable contribution part of the payment is \$60. Even though the deductible part of the payment is not more than \$75, a disclosure statement... must be provided by the organization to the donor because the donor's payment (quid pro quo contribution) is more than \$75.

The charter school and its donors are subject to certain disclosure and reporting requirements in the Internal Revenue Code and its underlying regulations. To comply with those rules, the charter school should adhere to the following guidelines for donations.

Donation Receipt

For every contribution it receives, whether cash or goods, the charter should provide a receipt to the donor. The business office or school principal should prepare the receipt and present it to the

governing board for acceptance before depositing any donated funds or using any donated items.

The donation receipt should contain as much information as possible to identify the donor and the donated cash, merchandise, or services.

In-Kind Donation or Gift Receipt

In-kind donations can be stocks, vehicles, art, or other assets. Most charter schools are 501(c)(3) nonprofit organizations, and the law does not allow such organizations to provide a donor with the estimated dollar value of an in-kind gift. Valuations of in-kind donations are the responsibility of the donor, and donors should have their donated items professionally assessed and certified by a professional to obtain an accurate fair market value. Donors will need to provide this certification to their tax preparer to ensure compliance with IRS regulations.

In-kind donations should be recognized with a recognition form. Noncash charitable contributions of more than \$500 for which a donor desires a tax deduction must be listed in detail on IRS Form 8283, Noncash Charitable Contributions. The charter school and donors should review the IRS instructions for this form each year for changes in regulations regarding noncash charitable contributions.

To receive a tax deduction for any item the donor values at more than \$5,000, the IRS requires the donor to submit both Form 8283 and a written appraisal from a qualified appraiser.

Restricted Funds

Funds or assets may be unrestricted, temporarily restricted, or permanently restricted.

Unrestricted net assets are assets the use of which is not restricted by donors, even though their use may be limited for other reasons, such as by board designation.

Temporarily restricted net assets are assets the use of which has been limited to a specific purpose or a later date by grantors, or contractual restrictions, or donors.

Permanently restricted net assets are assets the use of which is restricted in perpetuity, such as endowments.

When revenue is earned, the business office should review any documents associated with the revenue to determine whether any restrictions apply to the funds. Examples of restricted funds include, but are not limited to, the following:

- A grant received to operate a specific program or project, for which certain performance objectives must be met.
- An individual donation given with the intent to support a particular program.
- Donations given on the condition that they be held in perpetuity.

Information on restrictions should be included in the grant or contract award letter or on the financial instrument itself.

If revenue is determined to have restrictions, the business office should record the transactions for that revenue in a separate and trackable account or class within the accounting records to keep them separate from unrestricted funds. The business office should also track the restricted funds in a separate spreadsheet and keep a program binder or file of all pertinent documents so

the account can be reconciled at the end of the fiscal year.

Temporarily restricted funds should be monitored regularly to ensure that the terms of the grant, contract or donor restrictions are satisfied.

Permanently restricted funds are restricted by the donor for a designated purpose and never become unrestricted unless the donor rescinds the restriction. Typically, the principal balance of the donation or asset should remain invested permanently, and the charter school should use the interest and/or investment returns. An endowment is a common type of permanently restricted donation.

Restricted Funds Accounting

The charter school is bound by law to spend donated dollars as directed by the grantor, contract, or donor. If a condition on restricted funding has not been met and the money has been spent, the grantor can disallow the expenditure and demand that the funds be returned. In some cases, grantors or donors may pursue legal action.

When budgeting for restricted funds, a charter school should not budget money that is not available. When planning and budgeting, charter schools should be mindful of the conditions governing the use of restricted funds and how they will affect cash flow and the availability of funds. Restricted funds should be clearly segregated in the budget.

Chapter 13– Fraud

Every year FCMAT is called upon to perform Assembly Bill (AB) 139 extraordinary audits, also known as fraud audits, on charter schools in which fraud is suspected. The reasons for fraud and its methods vary, but fraud is occurring in charter school organizations. An AB 139 audit must be requested by a county office of education, pursuant to Education Code Section 1241.5(c), which states the following:

At any time during a fiscal year, the county superintendent may review or audit the expenditures and internal controls of any charter school in his or her county if he or she has reason to believe that fraud, misappropriation of funds, or other illegal fiscal practices have occurred that merit examination. The review or audit conducted by the county superintendent shall be focused on the alleged fraud, misappropriation of funds, or other illegal fiscal practices and shall be conducted in a timely and efficient manner. The county superintendent shall report the findings and recommendations to the governing board of the charter school at a regularly scheduled meeting and provide a copy of the information to the chartering authority of the charter school, within 45 days of completing the review, audit, or examination. The governing board of the charter school shall, no later than 15 calendar days after receipt of the report, notify the county superintendent and its chartering authority of its proposed response to the recommendations.

County superintendents often call upon FCMAT to conduct such audits. If a county superintendent, then determines that fraud, misappropriation, or other illegal fiscal practices may have occurred, it will report this determination to the district attorney.

Charter schools have potential for fraud because compared to traditional public schools they may have less oversight, less regulation, fewer staff (and thus more overlapping duties), and staff with less formal accounting experience. In addition, like other schools, charter schools generate cash, have many people who are trusting, and often lack internal controls because many people

do not understand their importance and often everyone is in a hurry.

In any organization, regardless of size, four elements increase the chances that fraud will occur: incentive or pressure, opportunity, capability, and rationalization or attitude. These four factors are known as the fraud diamond, and all four are usually present when fraud occurs. No program or person is immune to fraud. A person who is honest today can experience change or new circumstances that may make fraud an option for them tomorrow.

The purpose of internal controls is to help protect individuals from situations in which all elements of the fraud is present. Strong checks and balances on vendors, good cash controls, and managerial and governing board oversight can all limit the incentive, opportunity, capability, and rationalization that make fraud more likely, and prevent individuals from doing something they may otherwise never have considered.

If fraud does occur, strong internal controls can also help identify the suspect and exclude from suspicion innocent individuals who may be wrongfully accused, in some cases by the actual thief. Controls can also provide a document trail to help quantify the loss and to limit ongoing losses.

The following sections discuss the various types of fraud found in school organizations, including charter schools. This is not a comprehensive list of every possible type of fraud but is designed to give examples of what may occur if internal controls are weak or otherwise lacking. In all cases, a school's managers and leaders are responsible for designing, implementing, and monitoring best practices for internal controls to prevent and deter fraud and to prevent staff from being falsely accused of fraud.

Vendors, Checks, Reimbursements and Advances

People often think fraud cannot occur with vendors, checks, reimbursements, and advances because they require multiple signatures, receipts, or other verification. However, this is not the case.

As with all types of payment schemes, once a fraudster is able to conduct the fraud and remain undiscovered the first time, it is easier to continue the fraud because supervisors and those who review transactions now view the vendor, services, or expense as normal and thus question those transactions less often or not at all.

Vendors

When cash controls and authorization procedures are weak or nonexistent, an unauthorized vendor can be added to the payee lists, fictitious invoices for products or services can be created, and money can then be taken from the charter school's bank accounts.

For purposes of this discussion, vendors include suppliers, contractors, and consultants. Vendors should always be vetted thoroughly; this includes obtaining and checking their references. Charter schools have experienced many types of vendor fraud, including the following:

- Vendors may give the business office a completed W-9 form using another vendor's federal identification number and may not be who they claim.
- Vendors may claim they have the required licenses when they do not. Services performed by an unlicensed vendor may result in the charter school being liable, even to the extent

that it may be sued or may have funding for certain programs revoked.

- A vendor may have an inside co-conspirator; this could be a family member, a friend, someone in a senior management position, or even an individual over whom the vendor has some form of leverage. This vendor may be a verifiable business that may or may not provide other legitimate services or may be a shell company designed solely to extract money from the charter school. In such cases the vendor often charges inflated prices for supplies or services, or even provides no product or service, and the co-conspirator approves the vendor invoices, and the fraudulent payments are processed.
- Shell companies can be designed by charter school staff who buy supplies from a legitimate vendor and then resell the supplies to the charter school at excessive prices.
- Vendor list is provided to the governance board annually for review.
- The following actions can help prevent vendor fraud:
 - Separate verification of merchandise received.
 - Random product price verification.
 - Background checks on vendors.
 - Verification of vendors' licenses.
 - Reviews of deliverables and invoices for products and services.
 - Reference checks.
 - Random visits to a vendor's place of business.

Personal Purchases with Charter School Funds

Disguising personal purchases as purchases of supplies, merchandise, or as payments for property tax, insurance or rent, is a common fraud scheme. Charter schools can also be defrauded when common supplies such as paper, ink and janitorial products are taken home for personal use.

Large supply purchases may include uncommon line-item personal purchases such as work boots or even watches. Property tax or rent payments for multiple school sites can easily include an additional tax assessment or additional rent check paid directly to a staff member's property tax account or landlord.

Checks

Fraudulent vendors and services with credible looking invoices and business names can present invoices for payment. Checks can be altered by removing the legitimate payee's name and inserting another. These are common types of fraud.

Check Altering

In more sophisticated check altering schemes, someone will obtain the proper authorizations and purchase orders for a check, then the office manager, bookkeeper, or other person in control of the check will remove the payee's name and insert their own.

Increasingly, banks are including electronic copies of checks with the account statement rather

than the original checks. Extra care must be taken to confirm that the payee on the check is the same as that listed on the check register. Confirming who endorsed a check helps establish the chain of custody.

When original checks are returned with bank statements, there is the potential for a perpetrator who has sole custody of the returned checks to alter the checks again to restore the original payee's name and thus avoid detection of the prior check-altering fraud.

If it is not cost-effective to separate the duties related to bank statement reconciliation between two or more employees, the charter school administrator or a designated business office staff member should examine the returned checks for fading and other signs that a payee has been altered. The digital copies of checks printed in the bank statement should also be compared periodically with the cleared check register, and the endorsements on the reverse side of the checks verified.

Reimbursements

With reimbursements, two types of fraud can occur: the person receiving the reimbursement can falsify the reimbursement request, or the amount of reimbursement can be altered, and cash stolen. The first type of fraud, falsifying a request, is more common.

Every receipt and every line item of a request for reimbursement should be confirmed. Original receipts should be presented; copies are not sufficient. If a charter school does not have a policy requiring original receipts for reimbursement requests, it should develop one.

The second type of fraud, altering reimbursements, is less common but is usually perpetrated by managers, business office staff, or someone with access to petty cash, the accounting software, and the completed reimbursement form. The perpetrator typically does the following:

- Pulls the completed reimbursement form from the payee file, adds expenses that do not have backup documentation, and increases the cash advance.
- Pockets the amount of the cash increase and alters the accounting records to show the new, larger cash advance total.

Advances

Like all cash transactions, cash advances attract more fraudulent activity than noncash advances (e.g., advances by check). Cash advances are authorized only as an exception based on the circumstances and approved by the corporate officers.

Theft

The opportunity for theft exists when advances are not documented with signatures, initials next to a line item on the reimbursement form, and an advance log that requires signatures.

To guard against cash advance fraud and to protect innocent parties, a charter school should ensure that the cash advance amount is written on at least two separate documents, or on a multiple-copy document, and require that the recipient sign both documents and initial the cash advance amount. This makes it more difficult for a potential perpetrator to alter the cash advance amount, and it protects the bookkeeper from allegations that he or she issued a different cash advance amount.

Fictitious Advances

Although completely false, a fictitious cash advance may have documentation and is usually booked to an unsuspecting staff member who does not check their monthly financial report. For example, a dishonest bookkeeper could take \$60 from cash and record it as an advance or a petty cash expense for a certain club. If the staff member does not check the financial report monthly, he or she is unlikely to remember or recognize that the \$60 advance was not used for club purposes. This is particularly true for relatively small amounts, especially when the transaction is one of many.

Kickbacks and Pay-To-Play

A kickback is money paid to someone for steering business to an individual or business. For example, a charter school's executive director may be approached by a vendor with an offer to pay the executive director in cash a percentage of the business earned. This is a kickback. Often, after the vendor has paid the executive director the kickback, and to the surprise of the executive director, the vendor begins charging even more inflated prices, and the quality of services declines. When the executive director questions the vendor, the vendor gives the executive director a choice: continue paying and receiving the kickback or the vendor will show the public the video taken of the kickback and pretend the vendor was uncovering corruption at the charter school often the kickbacks continue.

Charter school purchasing managers or business office managers are often presented with extra sample products, gifts, event tickets, or travel opportunities to say thank you for all of the business. These are forms of kickback. Charter school managers should never accept gifts of any kind from those with whom the charter school does business or may do business.

Pay-to-play is another form of kickback, initiated by the potential recipient: a dishonest manager will explain to a prospective vendor that the vendor must pay the manager if they wish to conduct business with the charter school. Managers who engage in pay-to-play often find the tables turned later when the vendor increases prices as in the other kickback example, then threatens to expose the manager if the manager does not pay the inflated charges.

Pay-to-play can also occur when managers or staff members in authority extort kickbacks from other charter school employees. For example, a manager has extorted charter school bus drivers by requiring them to pay the manager some cash each month to keep their job.

Fictitious Employees and Payroll Tax Fraud

Almost all charter schools use an electronic payroll process, and most use an outside payroll service. When an independent service performs payroll functions electronically, charter school employees often have a false sense of security and believe that internal controls for payroll cannot be breached. However, with current technology it is not difficult for perpetrators to create and pay a fictitious employee.

For example, during one fraud audit of a charter school, FCMAT found that a fictitious employee had been created and continued as a salaried employee at the charter school for several years. Further examination revealed that the perpetrator was a charter school administrator who had taken over the identity of another person, authorized the employee, and was collecting the pay.

Financial Reserves

Financial reserves are needed to manage cash flow and to help protect a charter school from unforeseen revenue shortfalls, unexpected costs, and economic uncertainties. Financial reserves also help a charter school save for large purchases and reduce the cost of borrowing money.

Although not specifically related to charter schools, regulations regarding school districts' financial reserves are updated at the CDE website, www.cde.ca.gov and are described at <http://www.cde.ca.gov/fg/fi/ss/distbudgetcsfy1718.asp> as follows:

(a) Available reserves for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts as applied to total expenditures and other financing uses:

the greater of 5% or \$65,000 for districts with 0-300 ADA

the greater of 4% or \$65,000 for districts with 301-1,000 ADA 3% for districts with 1,001-30,000 ADA

2% for districts with 30,001-400,000 ADA 1% for districts with 400,001 and over ADA

Available reserves as recommended by CDE for districts listed above are the unrestricted amounts in

the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

According to FCMAT recommendation in combination with CDE guidelines listed above, the school adopts a minimum (unassigned) cash reserve of 5% of the total of all budgeted expenditures and develop a five-year plan to increase that reserve from 5% or less to 10% of total budgeted expenditures. Care should be taken to not spend more on non-classroom-based instruction than the percentage allowed by the funding determination for this, if applicable. If the school already maintains 10% or higher (unassigned cash) reserve, the management, corporate officers and the board could recommend to target the funds for specific purposes.

Reserves Versus Cash on Hand

Financial reserves are often confused with cash on hand. In general, a 5% cash reserve does not mean that the charter school has 5% of total budgeted expenditures available as cash on hand. For example, an increase in accounts receivable represents an increase in revenue, which increases overall all net assets;

however, this does not increase cash at the time the receivable is recognized. Sometimes a receivable is not recognized until months later, and in rare cases may become disallowed because the charter school has not followed certain state compliance requirements. For this reason, some or all of a reserve may not be immediately available.

Larger cash reserves are prudent for charter schools because during economic downturns charter schools have fewer options for borrowing than non-charter public schools, and often pay higher premiums and interest rates when they do borrow. The board of directors adopts a minimum of 45 days cash reserve

fund (13% of total expenditures) to allow for uncertainties, deferrals and unexpected circumstances (designation for economic uncertainties). The school will develop a 3-year cash reserve plan to maintain or reach from 45 days to 60 days (17% of total expenditures) cash on hand reserve fund. The cash reserve fund balance and school reserve percentage will be reported along with financial reporting to the board of directors. If the amount of cash on hand reserve and % of reserve is below the minimum a plan will be presented along with the financial update reporting.

Appendix A: Sources of FCMAT-CSAM Research and Documents

- FCMAT
<https://www.csba.org/GovernanceAndPolicyResources/FairFunding/FundingAdequacy/FiscalCrisisAndManagementAssistanceTeamFCMAT.aspx>
- State Controller's Office
- California Department of Education
- Los Angeles USD Charter Division
- Los Angeles County Office of Education
- Riverside County Office of Education
- Orange County Department of Education
- California Charter Schools Association
- California School Boards Association
- American Institute of Certified Public Accountants
- California Society of Certified Public Accountants
- Arizona State Charter School Manual
- Utah State Charter School Manual
- Nevada State Charter School Manual
- Colorado State Charter School Manual
- Microsoft Excel forms and templates
- The Housing Authority of the City of Lawrenceville, Georgia
- Municipality of Skagway
- Magnolia Educational Research Foundation
- Oracle
- Family Resource Centers
- New Partners Initiative
- Price Waterhouse Coopers
- First Nation

Appendix B: Charter School Annual Oversight Checklist

<https://www.fcmat.org/charter-school-oversight-checklist> Click on the title above to view and download the checklist

Appendix C: Glossary of Acronyms

AB	Assembly Bill
ACSA	Association of California School Administrators
ADA	Average Daily Attendance
ADA	Americans with Disabilities Act
AFDC	Aid to Families with Dependent Children
AP	Accounts Payable
AP	Advanced Placement
AR	Accounts Receivable
ARRA	American Recovery and Reinvestment Act
ASB	Associated Student Body
ASC	Accounting Standards Codification
ASES	After School Education and Safety Program
CAHSEE	California High School Exit Examination
Cal/OSHA	California Division of the Occupational Safety and Health
CALPADS	California Longitudinal Pupil Achievement Data System
CalPERS	California Public Employees' Retirement System
CalSTRS	California State Teachers' Retirement System
CalWORKS	California Work Opportunity and Responsibility to Kids
CARSNet	Charter Authorizers Regional Support Network
CASBO	California Association of School Business Officials
CASH	Coalition for Adequate School Housing
CBEDS	California Basic Educational Data System
CBO	Chief Business Official
CCC	California Community Colleges
CCEE	California Collaborative for Educational Excellence
CCR	California Code of Regulations (Title 5)
CCSA	California Charter Schools Association
CDE	California Department of Education
CELDT	California English Language Development Test
CEO	Chief Executive Officer
CFO	Chief Financial Officer
CFR	Code of Federal Regulations
CFT	California Federation of Teachers
Charter Day 20	Charter School 20 Day Attendance Report
CLAD	Cross-cultural, Language and Academic Development
CMO	Charter Management Organization
CNIPS	Child Nutrition Information Payment System
COE	County Office of Education
COLA	Cost of Living Adjustment
COP	Certificate of Participation

CPA	Certified Public Accountant
CPI	Consumer Price Index
CPO	Chief Personnel Officer
CRB	California Research Bureau
CR	Credit
CSAM	California School Accounting Manual
CSBA	California School Boards Association
CSDC	Charter Schools Development Center
CSEA	California School Employees Association
CSFG	Charter School Facility Grant
CSIS	California School Information Services
CSR	Class Size Reduction
CSRO	Charter School-Related Organization
CST	California Standards Test
CTA	California Teachers Association
CTC	Commission on Teacher Credentialing
CTE	Career Technical Education
CY	Current Year
DGS	Department of General Services
DIS	Designated Instruction and Services
DOF	Department of Finance
DR	Debit
DSA	Division of the State Architect
EAAP	Education Audit Appeals Panel
EC	Education Code
Ed-Data	Education data website; a Partnership of CDE, EdSource and
EdSource	Nonprofit journalism website reporting on key education issues
EERA	Educational Employment Relations Act
EIA	Economic Impact Aid
EL	English Learners
ELA	English Language Arts
ELAC	English Language Advisory Committee
ELAP	English Language Acquisition Program
EMO	Education Management Organizations
EPA	Education Protection Account
ERAF	Education Revenue Augmentation Fund
ERISA	Employee Retirement Income Security Act
ERT	Economic Recovery Target
ESEA	Elementary and Secondary Education Act
ESL	English as a Second Language
SA	Every Student Succeeds Act
ESY	Extended School Year
F/RPM	Free and Reduced-Price Meals
FAC	Federal Audit Clearinghouse

FAPE	Free Appropriate Public Education
FASB	Financial Accounting Standards Board
FCMAT	Fiscal Crisis and Management Assistance Team
FERPA	Family Educational Rights and Privacy Act
FPM	Federal Program Monitoring
FPPC	Fair Political Practices Commission
FTE	Full-time Equivalent
GAAP	Generally Accepted Accounting Principles
GAAS	Generally Accepted Accounting Standards
GAO	Government Accountability Office (US)
GASB	Governmental Accounting Standards Board
GATE	Gifted and Talented Education
GC	Government Code
GO	General Obligation (Bond)
GSA	Grade Span Adjustment
HSA	Health Savings Account
HOT	Highly Qualified Teacher
IASA	Improving America's Schools Act
IDEA	Individuals with Disabilities Education Act
IEP	Individualized Education Program
IRS	Internal Revenue Service
IS	Independent Study
ISBN	International Standard Book Number
JPA	Joint Powers Agreement
K-8	Kindergarten through grade 8
K-12	Kindergarten through grade 12
K-14	Kindergarten through grade 14
K-16	Kindergarten through college undergraduate university
LAIF	Local Agency Investment Fund
LAO	Legislative Analyst's Office
LCAP	Local Control and Accountability Plan
LCFF	Local Control Funding Formula
LEA	Local Education Agency
LEP	Limited English Proficient
LRE	Least Restrictive Environment
M&O	Maintenance and Operations
MAA	Medi-Cal Administrative Activities
MOU	Memorandum of Understanding
MSA	Minimum State Aid
MTYRE	Multi-Track Year-Round Education
MYP or MYFP	Multiyear Projection or Multiyear Financial Projection
NCLB	No Child Left Behind
NPS/A	Nonpublic School/Agency
NSL	National School Lunch

NSS	Necessary Small School
OAG	Office of the Attorney General
OAL	Office of Administrative Law

OMB	Office of Management and Budget
OPEC	Other Post-Employment Benefits
OPSC	Office of Public-School Construction
P-1	First Principal Apportionment
P-2	Second Principal Apportionment
PAR	Peer Assistance and Review
PENSEC	Pupil Estimates for New and Significantly Expanding Charter
PEPRA	Public Employees' Pension Reform Act
PERB	Public Employment Relations Board
PERS	Public Employees' Retirement System
PKS	Particular Kinds of Services
PL	Public Law (Federal Law)
PL 81-874	Public Law 81-874 (Federal Impact Aid)
PO	Purchase Order
PRA	Political Reform Act
PTA	Parent-Teacher Association
PY	Prior Year
OSCB	Qualified School Construction Bond
QZAB	Qualified Zone Academy Bond
R1. R2. R3	Annual Recertification - 1, 2, 3
RAN	Revenue Anticipation Note
RDA	Redevelopment Agency
REU	Reserve for Economic Uncertainties
RFA	Request for Application
RFP	Request for Proposal
ROC	Regional Occupational Center
ROP	Regional Occupational Program
ROTC	Reserve Officer Training Corps
RRMA	Routine Restricted Maintenance Account
RSP	Resource Specialist Program
RTI	Response to Intervention
S/C	Supplemental and Concentration Grant
SAB	State Allocation Board
SACS	Standardized Account Code Structure
SAIT	School Assistance and Intervention Team
SARB	School Attendance Review Board
SARC	School Accountability Report Card
SAS	Statement of Auditing Standards
SB	Senate Bill
SBAC	Smarter Balanced Assessment Consortium
SBE	State Board of Education
SCO	State Controller's Office
SDC	Special Day Class

SELPA	Special Education Local Plan Area
SERAF	Supplemental Educational Revenue Augmentation Fund
SPI	Superintendent of Public Instruction
SPSA	Single Plan for Student Achievement
STEM	Science, Technology, Engineering and Mathematics
STRS	State Teachers' Retirement System
SWD	Students with Disabilities
TIN	Taxpayer Identification Number
TK	Transitional Kindergarten
TRANS	Tax and Revenue Anticipation Notes
UPC	Unduplicated Pupil Count
UPP	Unduplicated Pupil Percentage

