



**La Mesa-Spring Valley  
School District  
Master Calendar • 2020-2021  
REVISED**

W Teacher Workday  
S Staff Development Day (No School)  
N Non-work Day (No School)  
PD Professional Development Day

(Principals Report 7/31, 8/6/20-6/25/21, with 1/4/21 as non-work day; 201 Work Days)

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FEBRUARY																												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
							Lincoln Day							Presidents' Day														
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# **FREE/REDUCED MEAL APPLICATION**

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**Date Due: 9/29/2020**

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A new application  
must be completed  
every year

Be sure to include  
everyone living in  
your home

Online application available at  
[schoolcafe.com](http://schoolcafe.com)

## HOW TO APPLY FOR FREE AND REDUCED PRICE SCHOOL MEALS

Please use these instructions to help you fill out the application for free or reduced price school meals. You only need to submit one application per household, even if your children attend more than one school in **La Mesa Spring Valley School District**. The application must be filled out completely to certify your children for free or reduced price school meals. Please follow these instructions in order! Each step of the instructions is the same as the steps on your application. If at any time you are not sure what to do next, please contact Child Nutrition Services at 619-668-5764.

**PLEASE USE A PEN (NOT A PENCIL) WHEN FILLING OUT THE APPLICATION AND DO YOUR BEST TO PRINT CLEARLY.**

### STEP 1: LIST ALL CHILDREN IN SCHOOL IN THE HOUSEHOLD.

Tell us how many children in school live in your household. They do NOT have to be related to you to be a part of your household. If there are more children present than lines on the application, attach a second piece of paper with all required information for the additional children.

**Who should I list here?** When filling out this section, please include ALL members in your household who are:

- Children age 18 or under AND are supported with the household's income;
- In your care under a foster arrangement, or qualify as homeless, migrant, runaway, or Head Start.

- A) **List each student's name.** Print each child's name. Use one line of the application for each child. When printing names, write one letter in each box. Stop if you run out of space. If there are more children present than lines on the application, attach a second piece of paper with all required information for the additional children.
- B) **Do you have any foster children?** If any children listed are foster children, mark the "Foster Child" box next to the child's name. If you are ONLY applying for foster children, after finishing STEP 1, go to STEP 4. Foster children who live with you may count as members of your household and should be listed on your application. If you are applying for both foster and non-foster children, go to step 3.
- C) **Are any children homeless, migrant, runaway, or Head Start?** If you believe any child listed in this section meets this description, mark the corresponding box next to the child's name and complete all steps of the application.

### STEP 2: DO ANY HOUSEHOLD MEMBERS (INCLUDING YOU) CURRENTLY PARTICIPATE IN ONE OR MORE OF THE FOLLOWING ASSISTANCE PROGRAMS: CALFRESH, CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS (CALWORKS), OR FOOD DISTRIBUTION PROGRAM ON INDIAN RESERVATIONS (FDPIR)?

- A) **IF NO ONE IN YOUR HOUSEHOLD PARTICIPATES IN ANY OF THE ABOVE LISTED PROGRAMS:** Circle 'NO' and proceed to STEP 3 on these instructions and STEP 3 on your application.
- B) **IF ANYONE IN YOUR HOUSEHOLD PARTICIPATES IN ANY OF THE ABOVE LISTED PROGRAMS:** Circle 'YES' and provide the case number. You only need to write **one** case number. If you participate in one of these programs and do not know your case number, contact 866-262-9881. You must provide a case number on your application if you circled "YES". **Skip to STEP 4.**

### STEP 3: REPORT INCOME FOR ALL HOUSEHOLD MEMBERS.

- A) **LIST ALL HOUSEHOLD MEMBERS (including yourself and students listed in Part 1)** who are living with you and share income and expenses, even if they are not related and even if they do not receive income of their own.
- **Do not include** people who live with you but are not supported by your household's income AND do not contribute income to your household.
- B) **REPORT TOTAL INCOME** for each household member listed for each source provided. Report all income in whole dollars. Do not include cents. If they do not receive income from any source, write "0". If you write "0" or leave any income fields blank, you are certifying (promising) that there is no income to report. Mark how often each type of income is received by using the boxes to the right of each field.
- **Report all amounts in GROSS INCOME ONLY.** Gross income is the total income received before taxes; many people think of income as the amount they "take home" and not the total, "gross" amount. Make sure that the income you report on this application has NOT been reduced to pay for taxes, insurance premiums, or any other amounts taken from your pay.
  - **What if I am self-employed?** Report income from that work as a net amount. This is calculated by subtracting the total operating expenses of your business from its gross receipts or revenue.
- C) **REPORT TOTAL HOUSEHOLD SIZE.** Enter the total number of household members in the field "Total Household Size (Children and Adults)." This number MUST be equal to the number of household members listed in STEP 3. If there are any members of your household that you have not listed on the application, go back and add them. It is very important to list all household members, as the size of your household affects your eligibility for free and reduced price meals.
- D) **PROVIDE THE LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER.** The household's primary wage earner or another adult household member must provide the last four digits of his/her Social Security Number in the space provided. You are eligible to apply for benefits even if you do not have a Social Security Number. If no adult household members have a Social Security Number, leave this space blank and mark the box to the right labeled "Check if no SSN."

### STEP 4: CONTACT INFORMATION AND ADULT SIGNATURE

**All applications must be signed by an adult member of the household.** By signing the application, that household member is promising that all information has been truthfully and completely reported. **Before completing this section, please also make sure you have read the privacy and civil rights statements at the bottom of these instructions.**

- A) **PROVIDE YOUR CONTACT INFORMATION.** Write your current address in the fields provided if this information is available. If you have no permanent address, this does not make your children ineligible for free or reduced price school meals. Sharing a phone number, email address, or both is optional, but helps us reach you quickly if we need to contact you.
- B) **PRINT AND SIGN YOUR NAME.** Print your name in the box "Printed name of adult completing the form." And sign your name in the box "Signature of adult completing the form."
- C) **WRITE TODAY'S DATE.** In the space provided, write today's date in the box.
- D) **SHARE CHILDREN'S RACIAL AND ETHNIC IDENTITIES (OPTIONAL).** At the bottom of the application, we ask you to share information about your children's race and ethnicity. This field is optional and does not affect your children's eligibility for free or reduced price school meals.

**Privacy Act Statement:** This explains how we will use the information you give us.

The Richard B. Russell National School Lunch Act requires the information on this application. You do not have to give the information, but if you do not, we cannot approve your child for free or reduced price meals. You must include the last four digits of the social security number of the adult household member who signs the application. The last four digits of the social security number is not required when you apply on behalf of a foster child or you list a Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF) Program or Food Distribution Program on Indian Reservations (FDPIR) case number or other FDPIR identifier for your child or when you indicate that the adult household member signing the application does not have a social security number. We will use your information to determine if your child is eligible for free or reduced price meals, and for administration and enforcement of the lunch and breakfast programs. We MAY share your eligibility information with education, health, and nutrition programs to help them evaluate, fund, or determine benefits for their programs, auditors for program reviews, and law enforcement officials to help them look into violations of program rules.

**Non-discrimination Statement:** This explains what to do if you believe you have been treated unfairly.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



# FREQUENTLY ASKED QUESTIONS ABOUT FREE AND REDUCED PRICE SCHOOL MEALS

Dear Parent/Guardian:

Children need healthy meals to learn. **La Mesa Spring Valley School District** participates in the National School Lunch Program and/or the School Breakfast Program by offering healthy meals every school day. Breakfast costs \$1.50; lunch costs \$3.00 for all schools in La Mesa-Spring Valley School District. Your child(ren) may qualify for free meals or for reduced-price meals. Reduced price is at no cost.

This packet includes an application for free or reduced price meal benefits, and a set of detailed instructions. Below are some common questions and answers to help you with the application process.

**1. Who can get free or reduced price meals?**

- All children in households receiving benefits from CalFresh, CalWORKs, or FDPIR, are eligible for free meals.
- Foster children that are under the legal responsibility of a foster care agency or court are eligible for free meals.
- Children participating in their school's Head Start program are eligible for free meals.
- Children who meet the definition of homeless, runaway, or migrant are eligible for free meals.
- Children may receive free or reduced price meals if your household's income is within the limits on the Federal Income Eligibility Guidelines. Your children may qualify for free or reduced price meals if your household income falls at or below the limits on this chart.

Income Eligibility Reduced-Price Guidelines—July 1, 2020–June 30, 2021					
Family Size	Annually	Monthly	Twice Per Month	Every Two Weeks	Weekly
1	\$23,606	1,968	984	908	454
2	31,894	2,658	1,329	1,227	614
3	40,182	3,349	1,675	1,546	773
4	48,470	4,040	2,020	1,865	933
5	56,758	4,730	2,365	2,183	1,092
6	65,046	5,421	2,711	2,502	1,251
7	73,334	6,112	3,056	2,821	1,411
8	81,622	6,802	3,401	3,140	1,570
<b>For each additional family member add:</b>					
	8,288	691	346	319	160

- 2. How do I know if my children qualify as homeless, migrant, or runaway?** Do the members of your household lack a permanent address? Are you staying together in a shelter, hotel, or other temporary housing arrangement? Does your family relocate on a seasonal basis? Are any children living with you who have chosen to leave their prior family or household? If you believe children in your household meet these descriptions and haven't been told your children will get free meals, please call or e-mail.
- 3. Do I need to fill out an application for each child?** No. Use one Free and Reduced Price School Meals Application for all students in your household. We cannot approve an application that is not complete, so be sure to fill out all required information. Return the completed application to: Child Nutrition Services, 3838 Conrad Drive, Spring Valley, CA 91977.
- 4. Should I fill out an application if I received a letter this school year saying my children are already approved for free meals?** No, but please read the letter you received carefully and follow the instructions. If any children in your household are missing from your eligibility notification, contact Child Nutrition Services, 619-668-5764 immediately.
- 5. Can I apply online?** Yes! You are encouraged to complete an online application instead of a paper application if you are able. The online application has the same requirements and will ask you for the same information as the paper application. Visit [www.schoolcafe.com](http://www.schoolcafe.com) to begin or to learn more about the online application process. Contact Child Nutrition Services if you have any questions about the online application.
- 6. My child's application was approved last year. Do I need to fill out a new one?** Yes. Your child's application is only good for that school year and for the first few days of this school year, through September 25, 2020. You must send in a new application unless the school told you that your child is eligible for the new school year. If you do not send in a new application that is approved by the school or you have not been notified that your child is eligible for free meals, your child will be charged the full price for meals.
- 7. I get WIC. Can my children get free meals?** Children in households participating in WIC may be eligible for free or reduced price meals. Please send in an application.
- 8. Will the information I give be checked?** Yes. We may also ask you to send written proof of the household income you report.
- 9. If I don't qualify now, may I apply later?** Yes, you may apply at any time during the school year. For example, children with a parent or guardian who becomes unemployed may become eligible for free and reduced price meals if the household income drops below the income limit.
- 10. What if I disagree with the school's decision about my application?** You should talk to school officials. You also may ask for a hearing by calling or writing to: Jill Whittenberg, Child Nutrition Director or email at [jill.whittenberg@lmsvdsd.net](mailto:jill.whittenberg@lmsvdsd.net).
- 11. May I apply if someone in my household is not a U.S. citizen?** Yes. You, your children, or other household members do not have to be U.S. citizens to apply for free or reduced price meals.
- 12. What if my income is not always the same?** List the amount that you normally receive. For example, if you normally make \$1000 each month, but you missed some work last month and only made \$900, put down that you made \$1000 per month. If you normally get overtime, include it, but do not include it if you only work overtime sometimes. If you have lost a job or had your hours or wages reduced, use your current income.
- 13. What if some household members have no income to report?** Household members may not receive some types of income we ask you to report on the application, or may not receive income at all. Whenever this happens, please write a 0 in the field. However, if any income fields are left empty or blank, those will also be counted as zeroes. Please be careful when leaving income fields blank, as we will assume you meant to do so.
- 14. We are in the military. Do we report our income differently?** Your basic pay and cash bonuses must be reported as income. If you get any cash value allowances for off-base housing, food, or clothing, it must also be included as income. However, if your housing is part of the Military Housing Privatization Initiative, do not include your housing allowance as income. Any additional combat pay resulting from deployment is also excluded from income.
- 15. What if there isn't enough space on the application for my family?** List any additional household members on a separate piece of paper, and attach it to your application. Contact Child Nutrition Services, 619-668-5764 to receive a second application.
- 16. My family needs more help. Are there other programs we might apply for?** Yes. For information on CalFresh and CalWORKs, contact your county welfare department by reviewing the CalFresh Web page at <http://www.calfresh.ca.gov/PG839.htm> or by phone at **877-847-3663**. For additional assistance in your local area, contact the California referral hotline by phone at **211**.

If you have other questions or need help, call 619-668-5764.

Sincerely,

**Jill Whittenberg**

STEP 1 — All Children in the Household

Student ID (optional)	Last Name	First Name	MI	Date of Birth	Grade (Optional)	Foster	Homeless	Migrant	Runaway	Head Start
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
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Note: Students enrolled in schools participating in the Community Eligibility Provision (CEP) will receive no cost meals regardless of the completion or eligibility determination of this application.

STEP 2 — Assistance Programs

Do any household members (including you) currently participate in one or more of the following assistance programs: CalFresh, CalWORKs, or FDPIR? **Circle one:** Yes / No

If you answered NO > Complete STEP 3. If you answered YES > Write a case number then skip to STEP 4.

Case Number:

STEP 3 — All Household Member Income (Skip this step if you answered 'Yes' in STEP 2)

Please read **How To Apply for Free and Reduced Price School Meals** for more information. The "Sources of Income for Children" section will help you with the Child Income question. The "Sources of Income for Adults" section will help you with the All Adult Household Members section.

Gross income and how often it is received: W = Weekly, E = Every 2 weeks, T = Twice per month, M = Monthly	Child Income	How Often?				
		W E T M				
A. Sometimes children in the household earn or receive income. Please include the TOTAL income received by all household members listed in Step 1 here.	<div></div>	<div>W E T M</div>				
B. <u>List all household members not listed in Step 1</u> (including yourself) <b>even if they do not receive income</b> . For each household member listed, report total income for each source in whole dollars only. If they do not receive income from any source, write '0'. If you write '0' or leave any fields blank, you are certifying (promising) that there is no income to report.						
Adult Household Member Name (First and Last)	Earnings from Work	How Often?	Public Assistance / Child Support / Alimony	How Often?	Pensions / Retirement / All Other Income	How Often?
		W E T M		W E T M		W E T M
<div></div>	<div></div>	<div>W E T M</div>	<div></div>	<div>W E T M</div>	<div></div>	<div>W E T M</div>
<div></div>	<div></div>	<div>W E T M</div>	<div></div>	<div>W E T M</div>	<div></div>	<div>W E T M</div>
<div></div>	<div></div>	<div>W E T M</div>	<div></div>	<div>W E T M</div>	<div></div>	<div>W E T M</div>
<div></div>	<div></div>	<div>W E T M</div>	<div></div>	<div>W E T M</div>	<div></div>	<div>W E T M</div>
Total Household Size (Children and Adults)	<div></div>	Last Four Digits of Social Security Number (SSN) of Primary Wage Earner or Another Adult Household Member		*** - ** -	<div></div>	Check if no SSN <input type="checkbox"/>

STEP 4 — Contact Information and Adult Signature

"I certify (promise) that all information on this application is true and that all income is reported. I understand that this information is given in connection with the receipt of Federal funds, and that school officials may verify (check) the information. I am aware that if I purposely give false information, my children may lose meal benefits, and I may be prosecuted under applicable State and Federal laws." **California Education Code Section 49557(a): "Applications for free and reduced-price meals may be submitted at any time during a school day. Children participating in the federal National School Lunch Program will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means."**

Printed name of adult completing the form

Signature of adult completing the form

Today's Date

Street Address (if available)

City

State

ZIP Code

Home Phone Number

Work Phone Number

Email

OPTIONAL — Children's Racial and Ethnic Identities

Ethnicity (check one):

Race (check one or more):

Hispanic or Latino

Not Hispanic or Latino

American Indian or Alaskan Native

Black or African American

Asian

Native Hawaiian or Other Pacific Islander

White

4098

## La Mesa-Spring Valley Schools Income Eligibility Survey

2020-21

Dear Parent / Guardian:

**To comply with Dept. of Education guidelines this form must be completed annually.** If you prefer to complete this online, an electronic form is available on the district website - [www.lmsvschools.org](http://www.lmsvschools.org). Schools receive additional funding for students that are either foster youth, English language learners, or whose parents are active military, receive certain types of state and/or federal assistance, or receive income below a certain amount. Completing this survey will ensure your student's school receives the appropriate level of funding.

**Check one box for each item below:**

Yes No

- ☐ ☐ 1. Do you receive any of the following for your student:
- a. Food Stamps
  - b. CalWORKs (California Work Opportunity and Responsibility to Kids)
  - c. FDIPIR (Food Distribution Program on Indian Reservation)
- ☐ ☐ 2. Is your student a Foster Youth, or a child who is the legal responsibility of a welfare agency, or the court?
- ☐ ☐ 3. Based on the size of your household, Is your income less than or equal to the amount shown on the chart below?

Household Size	Annual Income	Monthly	Weekly
1	23,606	1,968	454
2	31,894	2,658	614
3	40,182	3,349	773
4	48,470	4,040	933
5	56,758	4,730	1,092
6	65,046	5,421	1,251
7	73,334	6,112	1,411
8	81,622	6,802	1,570

If your household is larger than 8 people, add \$8,288 annually (\$691 monthly or \$160 weekly) for each additional family member.

Student's School: \_\_\_\_\_ Student ID: \_\_\_\_\_ Student Grade Level: \_\_\_\_\_

Student's First & Last Name: \_\_\_\_\_ Student Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Parent/Guardian First Name: \_\_\_\_\_ Parent/Guardian Last Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*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.*

**La Mesa-Spring Valley School District**  
**Release for Electronic Student Work/Photograph/Video**



Dear Parent/Guardian,

There are numerous occasions when teachers/staff members and school PTA's of La Mesa-Spring Valley School District would like to take photographs and/or video of a variety of school activities in which your child may appear. These photos and videos may be distributed to classmates (digital yearbooks, mementos), used in a school broadcast, posted on a school websites, school social media sites, in a newsletter or for public display. Student work may also be published. While your child's name may appear with his/her image in a yearbook or other media distributed to their classmates, your child's name will never appear with his/her work, photos or videos that are displayed to the general public (website, public presentation). In order for the District staff or the PTA to use electronic photographs or videos of your child or his or her work, you must grant permission. **A separate parent consent will be required prior to students being recorded or captured during video chats or virtual instruction (zoom) during school closures or distance learning.**

**Please indicate your permission or denial of permission by marking Yes or NO.**

**Sign** the form below and return it to your child's school. This permission form covers the year in which it was signed.

Sincerely,

Principal

☐ Yes ☐ No    Permission to use photos/video/student work for school broadcasts, presentations, school sponsored websites and social media sites, public display (without the student's name), or to distribute to classmates.

I hereby give the above permission and release La Mesa-Spring Valley School District from any liability resulting from or connected with the use of such photographs/videos/student work. I understand that all photography/videotaping will be related to classroom and/or school programs, activities and other school functions.

\_\_\_\_\_  
Student name (Please Print)

\_\_\_\_\_  
Teacher (Advisory teacher)

\_\_\_\_\_  
Parent signature

\_\_\_\_\_  
Date

(Rev. 8/2020)



**La Mesa-Spring Valley School District**  
**Acceptable Use of Technology Agreement for Students**  
**Grades PreK – 2**  
**Parent Information**

**Introduction** - La Mesa-Spring Valley School District believes that access to technology in school gives students greater opportunities to learn, engage, communicate, and develop skills that will prepare them for work, life, and citizenship. We are committed to helping students develop the technology and communication skills that are necessary to support their future success. Therefore, we believe all students should have access to technology tools when they act in a safe, responsible, courteous and legal manner.

Access to online content via the district network is restricted through filtering in accordance with our policies, federal regulations (Children's Internet Protection Act [CIPA]) and follows privacy protection legislation (Student Online Personal Information Protection Act [SOPIPA]). If parents do not wish for their children to use particular district/school technologies, they must notify the school in writing. La Mesa-Spring Valley School District makes a reasonable effort to ensure students' safety and security online, but will not be held accountable for any harm or damages that result from use of school technologies.

The District Acceptable Use of Technology Agreement outlines the guidelines and behavior that students are expected to follow when using school technologies or when using personally owned devices on the school campus.

- The La Mesa-Spring Valley School District network is intended for educational purposes.
- All activity over the network or while using district technologies will be monitored and may be retained.
- Students are expected to follow the same rules for good behavior and respectful conduct online as offline.
- Misuse of school resources can result in disciplinary action.
- La Mesa-Spring Valley School District makes a reasonable effort to ensure students' safety and security online, but will not be held accountable for any harm or damages that result from use of school technologies.
- Student users of the district network or other technologies are expected to alert school staff immediately of any concerns for safety or security.
- Statement

**Technologies Covered** - La Mesa-Spring Valley may provide Internet access, desktop computers, mobile computing devices, online collaboration **and video chat** capabilities, and other new technologies that emerge.

**Use of video-based communications may result in inadvertent disclosure of student information to other students or families.** The policies outlined in this document are intended to cover *all* available technologies, not just those specifically listed.

**Limitation of Liability** - La Mesa-Spring Valley School District will not be responsible for damage or harm to persons, files, data, or hardware. While La Mesa-Spring Valley School District employs filtering and other safety and security mechanisms, and attempts to ensure their proper function, it makes no guarantees as to their effectiveness. La Mesa-Spring Valley School District will not be responsible, financially or otherwise, for unauthorized transactions conducted over the school network, for copyright violations, or any harm or damages resulting from user mistakes or negligence, or from the willful violation of this agreement.

## **Guidelines for Students:**

- Technology tools are in the classroom to help you learn. Use them safely and carefully. Ask for help when you need it.
- Your teacher may allow you to send a message to her or a friend in the classroom using a computer or iPad. You should always write messages that are polite and use language that is appropriate. Never send a message to someone on the Internet unless your parent or teacher knows about it.
- You are expected to treat all technology very, very carefully. If it isn't working, be sure to tell your teacher.
- You should never share personal information on the Internet without permission from your parent or teacher. This includes your phone number, your school, your address, and your birthday.
- If you ever see anything on the Internet that makes you uncomfortable or feel unsafe, be sure to tell your parent or teacher right away.
- Cyber bullying is when people are mean and use technology to hurt, frighten and bully other people. Cyber bullying is not OK. Never send a mean message or picture to scare or hurt someone. You can get into serious trouble for using technology to bully other people. If you ever see a message or picture that looks or feels like bullying, tell a parent or teacher right away.

## **Terms of Agreement**

- ✓ I will use school technology for learning and only work on the programs and apps that my teacher tells me to use.
- ✓ I will treat everyone nicely when I'm using technology.
- ✓ I will treat technology carefully.
- ✓ I will not share my passwords with another person
- ✓ I will not harm other people or their work.
- ✓ I will tell an adult right away if I see anything that breaks these rules.
- ✓ I will not use technology to be mean and hurt, frighten or bully anyone.
- ✓ I will act safely by never sharing personal information on the Internet.
- ✓ I will not send messages to someone I don't know.
- ✓ I understand that if I break any of these rules, I could get a consequence and might not be able to use the technology any more.

## **When the rules get broken**

If you break any of these rules, you can get into serious trouble. These things could happen:

- You might not be able to use the technology for a period of time
- Your parents could be called
- You could get detention at school
- You could be suspended from school

**Detach this page and return it to school**

**Parent Permission/Agreement**

**I have read this Acceptable Use Agreement and have discussed it with my child. By signing this form, I give permission for my child to access the Internet at school unless otherwise noted below.**

Student Name (Print) \_\_\_\_\_ Grade \_\_\_\_\_

Teacher \_\_\_\_\_ Room # \_\_\_\_\_

Parent/Guardian Name (Print) \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

**If you Do NOT want your child to access the Internet at school, please make a notation below:**

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**Student Agreement**

**(Students will receive instruction at school regarding the contents of this Agreement)**

**I understand, and I agree to follow the rules of this La Mesa-Spring Valley School District Acceptable Use of Technology Agreement. I understand that if I break the rules I may not be able to use the technology, and I may get other consequences.**

**I will sign my name to show that I will follow these rules.**

Student Name \_\_\_\_\_

Student Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

**Please return this signed form to your child's school. Parent Signature is required; however students may wait to sign the form until they have received instruction at school.**

## La Mesa-Spring Valley School District

### Acceptable Use of Technology Agreement for Students – Grades 3 – 8



**Introduction** - La Mesa-Spring Valley School District believes that access to technology in school gives students greater opportunities to learn, engage, communicate, and develop skills that will prepare them for work, life, and citizenship. We are committed to helping students develop the technology and communication skills that are necessary to support their future success. Therefore, we believe all students should have access to technology tools when they act in a safe, responsible, courteous and legal manner.

Access to online content via the district network is restricted through filtering in accordance with our policies, federal regulations (Children's Internet Protection Act [CIPA]) and follows privacy protection legislation (Student Online Personal Information Protection Act [SOPIPA]). If parents do not wish for their children to use particular district/school technologies, they must notify the school in writing. La Mesa-Spring Valley School District makes a reasonable effort to ensure students' safety and security online, but will not be held accountable for any harm or damages that result from use of school technologies.

The District Acceptable Use of Technology Agreement outlines the guidelines and behavior that students are expected to follow when using school technologies or when using personally owned devices on the school campus.

- The La Mesa-Spring Valley School District network is intended for educational purposes.
- All activity with district technologies will be monitored and related information, data and history may be retained.
- Students are expected to follow the same rules for good behavior and respectful conduct online as well as offline.
- Students shall always use the Internet, network resources, and online sites in a courteous and respectful manner.
- Misuse of school resources can result in disciplinary action.
- Student users of the district network are expected to alert school staff immediately if they have any concerns for their safety and security and the safety and security of others.
- La Mesa-Spring Valley School District will not be held accountable for any harm or damages resulting from student violations of copyright restrictions or user mistakes or negligence.

**Technologies Covered** - La Mesa-Spring Valley may provide Internet access, desktop computers, mobile computing devices, online collaboration **and video chat** capabilities, and other new technologies that emerge. The policies outlined in this document are intended to cover *all* available technologies, not just those specifically listed.

**Web Access** - La Mesa-Spring Valley School District provides students with access to the Internet, including web sites, resources, curriculum, and online tools. That access will be restricted in compliance with CIPA, SOPIPA, and school policies. Web browsing will be monitored and web activity records may be retained indefinitely. The Internet filter is a safety precaution, and students shall not circumvent it when browsing online. If a student inadvertently accesses an inappropriate site, the student shall alert the teacher.

**Social/Web 2.0 / Collaborative Content** - La Mesa-Spring Valley School District may provide students with access to web sites or tools that allow communication, collaboration, sharing, **video chat** and messaging among users. Posts, chats, sharing, **video-based communications** and messaging will be supervised and



monitored by teachers. Students are expected to communicate with the same appropriate, safe, mindful, courteous conduct online as offline. **Students are not allowed to take pictures or make recordings during video-based communications. Use of video-based communications may result in inadvertent disclosure of student information to other students or families.** While students may be provided with Google accounts, they shall not have access to email.

**Mobile Devices** - La Mesa-Spring Valley School District may provide students with mobile computers or other devices to promote learning in the classroom. Students are expected to treat these devices with extreme care and caution, and never remove devices from the classroom without the permission of the teacher. Students should report any loss, damage, or malfunction to the teacher immediately.

**Personally-Owned Devices Policy** - Students must keep personally-owned devices (including laptops, tablets, and phones) turned off and put away during school hours—unless in the event of an emergency or as instructed by a teacher or staff for educational purposes.

**Network Security** - Students shall take reasonable safeguards against the transmission of security threats over the school network. This includes not opening or distributing infected files or programs and not opening files or programs of unknown or untrusted origin. If a student believes a computer or mobile device might be infected with a virus, they should alert a teacher. Students should not attempt to remove the virus or download any programs to help remove the virus.

**Downloads** - Students shall not download or attempt to download any files, programs, music or software updates, or run .exe programs over the school network or onto school resources, even if prompted to do so by the computer or device being used. Teachers may give students special permission to download images or videos. For the security of the network, such files should only be downloaded from sites provided by the teacher, and only for education purposes.

**Plagiarism** - Students shall not plagiarize (or use as their own, without citing the original creator) content, including words or images, from the Internet. Students shall not take credit for things they didn't create themselves, or misrepresent themselves as an author or creator of something found online. Research conducted via the Internet shall be appropriately cited, giving credit to the original author.

**Personal Safety** - Students shall never share personal information, including phone number, address, social security number, birthday, pictures, or financial information over the Internet without adult permission. Students shall recognize that communicating over the Internet brings anonymity and associated risks, and shall carefully safeguard their own personal information and that of others. Users should never agree to meet someone they meet online in real life without parental permission.

**If students see a message, comment, image, or anything else online that makes them concerned for their personal safety, they should bring it to the attention of an adult (teacher or staff at school; parent at home) immediately.**

**Cyber bullying** – Cyber bullying will not be tolerated. Harassing, dissing, flaming, denigrating, impersonating, outing, tricking, excluding, and cyber stalking are all examples of cyber bullying. Students should not be mean, send emails or post comments with the intent of scaring, hurting, threatening or intimidating someone else. Engaging in these behaviors, or any online activities intended to harm (physically or emotionally) another person, will result in severe disciplinary action and loss of privileges. In some cases, cyber bullying can be a

crime. Students should remember that their activities are monitored and retained. **If students see a message, comment, image, or anything else online that looks or feels like bullying, they should bring it to the attention of an adult (teacher or staff at school; parent at home) immediately.**

## **Google Apps for Education**

Students in grades 3 – 8 shall have access to Google Apps for Education (GAFE), to enhance the way we use technology and share information within our school community. We encourage parents to be proactive discussing and exploring it with their child.

GAFE is a cloud-based learning platform, allowing teachers and students to create a range of documents and presentations online, and store gigabytes of data to be accessed at home and school on any device. GAFE allows us to collaborate and learn more effectively through the use of technology, and offer a range of new learning opportunities for teachers and students.

Further information about GAFE can be found here:

<https://www.google.com/edu/products/productivity-tools/>

### **Which Google Apps for Education will my child have access to?**

- Google Drive for digital storage and sharing.
- Google's creative suite: Docs for word processing, Sheets for working with data, and Slides for presentations.
- Google Calendar to keep track of assignments and school activities.
- Google Classroom for receiving and turning in paperless assignments.
- At the present time, your child will **NOT** be provided an email access as part of the GAFE package.

### **How will Google Apps for Education enhance my child's learning opportunities?**

- GAFE allows teachers and students the ability to collaborate on documents simultaneously.
- GAFE works on any internet-connected device. This allows our students to continue learning beyond the classroom and the ability to access their content at any time.
- Students and teachers can work in teams, sharing calendars, documents and collaborating ideas to learn more effectively.

### **What should I be aware of?**

- GAFE allows students to communicate and store information in both public and private spaces online.
- Unlike many other web services GAFE acknowledges its users as the owners of content they produce and store.
- You can learn more about GAFE and student privacy here: <https://www.google.com/edu/trust/>.
- Student use of GAFE applications is covered under the current Acceptable Use of Technology Policy.
- **Student GAFE accounts are monitored whether used on a school device or a personal device.**
- **Student GAFE accounts are monitored whether used on the school network or home network.**

## Terms of Agreement

- ✓ I will use school technologies for school-related activities.
- ✓ I will follow the same guidelines for respectful, responsible behavior online that I am expected to follow offline.
- ✓ I will not damage, change, or tamper with the hardware, software, settings or the network in any way.
- ✓ I will not seek, view, send, or display offensive content that is threatening, obscene, or that could be seen as harassment.
- ✓ I will not use the system to encourage the use of drugs, alcohol, tobacco or any activity that is against the law.
- ✓ I will obey copyright laws and properly cite sources when using online resources.
- ✓ I will not share my passwords with another person
- ✓ I will not harm other people or their work.
- ✓ I will not trespass in another's folders, work, or files.
- ✓ I will not interfere with the operation of the network.
- ✓ I will not engage in illegal activities, hacking, personal gain or political purposes.
- ✓ I will not download software.
- ✓ I will not use my personal email account or any personal electronic device at school except with the permission of a staff member.
- ✓ I will notify an adult immediately if by accident I encounter materials which violate the rules of appropriate use.
- ✓ I will not use any form of electronic communication to harass, intimidate, or bully anyone.
- ✓ I am prepared to be held accountable for my actions and for the loss of privileges if these rules are violated.

## Web 2.0 Terms of Agreement

- ✓ I will act safely by keeping personal information out of any Web projects. I will not give out my family name, email address, home address, schools name, city, country or other information that could help someone locate or contact me in person. I will not post identifying photos or videos.
- ✓ I will treat online collaborative spaces as I would a classroom space, and I will use appropriate and respectful language and images. **I will not take pictures or make recordings of online video communications.**
- ✓ If I post information online or in a collaborative space, I will have read that information carefully to be certain that it is appropriate for the school community.
- ✓ I understand that if I fail to follow these guidelines, I may lose the opportunity to take part in online projects.

This is not intended to be an exhaustive list. Users should use their own good judgment when using school technologies.

**Limitation of Liability** - La Mesa-Spring Valley School District will not be responsible for damage or harm to persons, files, data, or hardware. While La Mesa-Spring Valley School District employs filtering and other safety and security mechanisms, and attempts to ensure their proper function, it makes no guarantees as to their effectiveness. La Mesa-Spring Valley School District will not be responsible, financially or otherwise, for unauthorized transactions conducted over the school network, for copyright violations, or any harm or damages resulting from user mistakes or negligence, or from the willful violation of this agreement.

**Violations of this Acceptable Use Policy** - Violations of this policy may have disciplinary repercussions, including:

- Suspension of network, technology, or computer privileges
- Notification to parents
- Detention or suspension from school and school-related activities
- Legal action and/or prosecution

**Detach this page and return it to school**

## **Parent Permission/Agreement**

**I have read this Acceptable Use of Technology Agreement and have discussed it with my child. By signing this form, I give permission for my child to access network resources including the Internet and Google Apps for Education at school unless otherwise noted below.**

Student Name (Print) \_\_\_\_\_ Grade \_\_\_\_\_

Teacher \_\_\_\_\_ Room # \_\_\_\_\_

Parent/Guardian Name (Print) \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

**If you Do NOT want your child to access the Internet at school, please make a notation below:**

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## **Student Agreement**

**(Students will receive instruction at school regarding the contents of this Agreement)**

**I have read, I understand, and I agree to abide by the La Mesa-Spring Valley School District's Acceptable Use of Technology Agreement. I understand violations may result in my loss of the network and/or Internet access, loss of technology use, disciplinary action and possible legal action. I will sign my name to show that I will follow these rules.**

Student Name (Print) \_\_\_\_\_

Student Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

**Please return this signed form to your child's school. Parent Signature is required; however students may wait to sign the form until they have received instruction at school.**





# LA MESA-SPRING VALLEY SCHOOLS

## **Take-Home Technology Usage Agreement** **READ CAREFULLY**

Dear Parent/Guardian,

The purpose of the mobile device is to provide additional learning resources to students during this unprecedented time. By accepting the iPad or Chromebook you are agreeing to follow the rules below.

### **General Information**

- ☐ In order to access learning resources, students will also need Internet access at home.
- ☐ Checked out student mobile devices (iPads and/or Chromebooks) are for educational purposes and the property of La Mesa-Spring Valley Schools.
- ☐ Students should know that **none** of their data is private or confidential.
- ☐ Students must follow the La Mesa-Spring Valley School District Acceptable Use of Technology Agreement while using the device. This document can be found at [www.lmsvschools.org](http://www.lmsvschools.org).
- ☐ Devices must remain free of any writing, drawing, stickers, or labels that are not property of La Mesa-Spring Valley Schools. District affixed labels and tags shall not be removed from devices.
- ☐ All students should protect their personal usernames and passwords.

### **LMSV Schools Responsibilities**

- ☐ La Mesa-Spring Valley Schools Information Technology Department will be responsible for repairing devices that malfunction. Please report hardware issues to your school administrator.

### **Family Responsibilities**

- ☐ The family is responsible for what the student does on his/her assigned device while at home.
- ☐ Students shall use devices in a responsible and ethical manner.
- ☐ Take special care to ensure device and any accessories provided are not damaged or lost. Keep out of the reach of young children and pets.
- ☐ Leave the protective case on (iPads) at all times.
- ☐ Obey the rules described in the La Mesa-Spring Valley Schools Student Acceptable Use of Technology Agreement.
- ☐ Help La Mesa-Spring Valley Schools protect the device by contacting your school administrator about any hardware problems encountered.
- ☐ The equipment must be returned when schools reopen or sooner upon request of the district.
- ☐ The district assumes no liability for lost, stolen or damaged mobile devices checked out to students. Lost, stolen or broken equipment should be reported to the school administrator immediately. If the device is lost, stolen, broken, or not returned at the end of the school closures, the parent will be responsible for the cost of replacing the Chromebook (**approximately \$219**) or iPad (**approximately \$294**).

I have read and understand the rules stated above. I further understand that violation of this agreement may result in loss of privilege for use of the mobile device. My child will follow the rules outlined above and any school rules or policies that may apply to the use of technology. I give permission for my child to check out the mobile device.

Student's Name \_\_\_\_\_ Grade \_\_\_\_\_ Parent Signature \_\_\_\_\_



**STUDENT ACCIDENT INSURANCE**

**2020-21 SCHOOL YEAR**

Dear Parents:

The La Mesa-Spring Valley School District **does not** provide medical, accident or dental insurance for pupils injured on school premises while under school jurisdiction or while they are participating in school district activities. For this reason, the District is making available a reasonably priced medical and dental student accident insurance plan to parents wishing to purchase coverage for injuries arising from school programs or activities.

The insurance program offered through Myers-Stevens & Toohey & Co., Inc. is optional and complies with the Education Code.

**Under state law, school districts are required to ensure that all members of school athletic teams have accidental injury insurance that covers medical and hospital expenses. This insurance requirement can be met by the school offering insurance or other health benefits that cover medical and hospital expenses.**

Health care coverage will be confirmed for each extracurricular athletic team member prior to athletic participation.

**Payment is made directly to the insurance administrator.** Please retain the brochure attached to the application for your records. This will outline the benefits allowable should your child sustain an injury. **If you have questions about student insurance, please call Myers-Stevens & Toohey & Co., Inc., at 1-800-827-4695.**

Some pupils may qualify to enroll in Covered California. Covered California is a no-cost or low-cost health insurance program. For information on health care coverage options and enrollment assistance, please contact Covered California at [www.coveredca.com](http://www.coveredca.com) or call 1-800-300-1506.

Student accident insurance is optional, but we urge you to consider the benefits described on the application. Although you may already have medical insurance for your family, the purchase of this additional coverage could assist you by paying deductibles and balances left after your primary carrier has paid. Enrolling your child in this low-cost insurance may ease your concerns in the future, should any injury occur.

Sincerely,

Jennifer Nerat  
Assistant Superintendent, Business Services

**2020-2021**  
**School Year**

## **Student Accident & Sickness Insurance- Now More Important Than Ever!**



**PROTECT YOUR  
CHILD TODAY!**

**Enroll online at**  
**[www.myers-stevens.com](http://www.myers-stevens.com)**

*Arranged and Administered by:*



**myers | stevens | toohey**







## WHY STUDENT INSURANCE IS MORE IMPORTANT THAN EVER

Many families have little or no financial resources to fall back on during an unexpected emergency. Uncovered costs of medical care following an injury or illness can be a serious problem for families!

## MYERS-STEVENSON & TOOHEY CAN HELP!

Our plans are a low-cost way to provide protection for your children. They can even be used as “gap coverage” to assist with the high deductibles, high co-pays and other inside limits common to many of today’s health plans. To assist you during unforeseen emergencies, your school has partnered with Myers-Stevens & Toohey to offer voluntary coverage for unexpected expenses.

## WITH OUR PLANS:

- Use the doctor or hospital you want...no restrictions!
- Enhanced Concussion Benefits added
- Rates are affordable
- Enrollment is easy - online, mail and fax
- Every enrollee receives personalized ID cards as proof of coverage





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## OUR BEST PLAN

### Student Accident & Sickness Plan

In these challenging times, we are pleased to offer your students 24-hour coverage anywhere in the world for both injuries **AND sickness**.

**\$50,000 Maximum per Sickness      \$200,000 Maximum per Accident**  
**\$50 Deductible Per Condition**

**Students (Grades P-12) may enroll in this plan.** Covers Injuries sustained and Sickness commencing anywhere in the world, 24 hours a day, while your student is insured under this School Year's plan (including interscholastic sports, **except high school tackle football**). This plan does not cover routine or preventative care.

**NOTE** – Participation in commercial camps or clinics may be covered under this plan.

**Coverage begins** at 11:59 pm on the day that Myers-Stevens & Toohey Co., Inc. (herein called *the Company*) receives a completed enrollment form and payment of premium.

**Coverage ends** at 11:59 pm on the last day of the month for which payment has been made. Coverage may be continued for up to 12 calendar months, or through September 30, 2021, whichever comes first, provided the required payments are made.

**1st payment: \$208.00**

(Covers remainder of month in which you enroll and 1 additional month) Subsequent Payments: \$169.00 a month, billed every 2 months.

### Plan Benefits

We will pay benefits only for Covered Injuries sustained or Covered Sickness commencing while insured under this School Year's plan. Benefits payable will be based on the Usual, Customary and Reasonable Charges incurred for covered medical and dental services, as defined by the Policy, subject to exclusions, requirements and limitations. We do not pay for a service or supply unless it is Medically Necessary and listed in the Description of Benefits below. Applicable benefits mandated by the state of residence will be included in the covered expenses.

You may take your child to any provider you choose; however, seeking Treatment through a *First Health* contracted provider may reduce your out-of-pocket costs- see page 7 for details. To find participating *First Health* medical providers nearest you, call 800-226-5116 or log on to [www.myfirsthealth.com](http://www.myfirsthealth.com).



COVERED EXPENSES	BENEFIT MAXIMUMS
<b>Hospital Room &amp; Board</b> - Semi Private Room Rate	<b>80%</b>
<b>Inpatient Hospital Miscellaneous Charges</b>	<b>80% to \$4,000/Day</b>
<b>Intensive Care Unit</b>	<b>80%</b>
<b>Hospital Emergency Room</b> (room & supplies) incurred within 72 hours of an Injury	<b>100%</b>
<b>Emergency Room Physician Charges</b>	<b>100%</b>
<b>Outpatient Surgical</b> (room & supplies)	<b>80% to \$4,000</b>
<b>Physician Non-Surgical Treatment &amp; Exam</b> (excluding Physical Therapy) Including consultation (when referred by attending Physician)	<b>80%</b>
<b>Surgeon Services</b>	<b>80%</b>
<b>Assistant Surgeon Services</b>	<b>80%</b>
<b>Anesthesiologist Services</b>	<b>80%</b>

COVERED EXPENSES	BENEFIT MAXIMUMS
<b>Physiotherapy</b> (includes related office visits) when prescribed by a Physician	<b>80% to \$2,000</b>
<b>X-Ray Examinations</b> (including reading)	<b>80%</b>
<b>Diagnostic Imaging</b> MRI, Cat Scan	<b>80%</b>
<b>Ambulance</b> (from site of an emergency directly to hospital)	<b>100%</b>
<b>Laboratory Procedures, Registered Nurse Services, and Rehabilitative Braces</b>	<b>80%</b>
<b>Durable Medical Equipment</b>	<b>80%</b>
<b>Out-Patient Prescription Drugs</b> (for Injuries only)	<b>80%</b>
<b>Dental Services</b> (including dental x-rays) for Treatment due to a covered Accident	<b>80%</b>
<b>Eyeglass Replacement</b> (for replacement of broken eyeglass frames or lenses resulting from a covered Accident requiring medical Treatment)	<b>80%</b>
<b>Medical Evacuation &amp; Repatriation</b>	<b>100% to \$10,000</b>

Additional benefits to this plan may be found on Page 7!

## OUR ACCIDENT PLANS

Premiums for these plans are paid only **ONCE** for the entire school-year.

### Full-Time 24/7 Accident Plans cover injuries

- ✓ Both in and out of school
- ✓ 24 hours a day
- ✓ Anywhere in the world
- ✓ While participating in all interscholastic sports (**except high school tackle football**)

**NOTE** – Students (grades P-12) and school employees may enroll in these plans. Participation in commercial camps or clinics may be covered under these plans.

<b>Benefit Levels:</b>	<b>High</b>	<b>Mid</b>	<b>Low</b>	⇒ Compare these levels on page 6
<b>Rates per School Year:</b>	<b>\$317</b>	<b>\$219</b>	<b>\$165</b>	

### School-Time Accident Plans cover injuries

- ✓ On School premises during the hours and on days when the School's regular classes are in session, including one hour immediately before and one hour immediately after regular classes, while continuously on the School premises
- ✓ While participating in or attending School-sponsored and directly supervised School Activities\* including interscholastic athletic activities and non-contact spring football (**except interscholastic high school tackle football**)
- ✓ While traveling directly and without interruption to or from residence and School for regular attendance; or School and off campus site to participate in School-sponsored and directly supervised School Activities, provided travel is arranged by and is at the direction of the School; and while traveling in School Vehicles at any time

**NOTE** – Students (grades P-12) may enroll in these plans. Participation in commercial camps or clinics is not covered under these plans. See "Full-Time 24/7" plans.

<b>Benefit Levels:</b>	<b>High</b>	<b>Mid</b>	<b>Low</b>	⇒ Compare these levels on page 6
<b>Rates per School Year:</b>	<b>\$77</b>	<b>\$63</b>	<b>\$39</b>	

### Interscholastic High School Tackle Football Accident Plans cover injuries

- ✓ Caused by covered accidents occurring while practicing or playing in interscholastic high school tackle football activities which are School-sponsored and directly supervised, including spring practice and summer conditioning, weight training and passing league
- ✓ While traveling for football in a School Vehicle or traveling directly and without interruption between School and off-campus site for such activities provided travel is arranged by and is at the direction of the School

**NOTE** – Students (grades P-12) may enroll in these plans. Participation in commercial camps or clinics is not covered under these plans. See "Full-Time 24/7" plans.

<b>Benefit Levels:</b>	<b>High</b>	<b>Mid</b>	<b>Low</b>	⇒ Compare these levels on page 6
<b>Rates per School Year:</b>	<b>\$338</b>	<b>\$235</b>	<b>\$180</b>	

**Additional benefits to these plans may be found on Page 7!**

**Coverage Begins** at 11:59 pm on the day that the Company receives a completed enrollment form and payment of premium.

**Coverage Ends**

- **Full-Time (24/7)** at 12:01 am on the date School begins regularly scheduled classes for the 2021-2022 School Year.
- **School-Time** and **Interscholastic High School Tackle Football** at 11:59 pm on the closing date of regular classes for the 2020-2021 School Year.

## WHICH PLAN(S) BEST FITS YOUR NEEDS?

	Covers Sickness 24/7 anywhere in the world	Covers Accidents in school, excluding Tackle Football grades 9-12	Covers Accidents 24/7 anywhere in the world, excluding Tackle Football grades 9-12	Covers Interscholastic Tackle Football grades P-8	Covers Interscholastic Tackle Football grades 9-12
<b>Student Accident &amp; Sickness Plan</b>	✓	✓	✓	✓	
<b>Full-Time (24/7) Accident Plan</b>		✓	✓	✓	
<b>School-Time Accident Plan</b>		✓		✓	
<b>Interscholastic High School Tackle Football Plan</b>					✓

\*See Definitions on page 11 for more details concerning "School Activities".



# ACCIDENT PLAN BENEFITS- WHICH OPTION BEST FITS YOUR NEEDS?

(Applies to all plans except the Dental Accident Plan and Pharmacy SmartCard)

We will pay benefits only for Covered Injuries sustained while insured under this School Year's plan. Benefits payable will be based on the Usual, Customary and Reasonable Charges incurred for covered medical and dental services, as defined by the Policy, subject to exclusions, requirements and limitations. We do not pay for a service or supply unless it is Medically Necessary and listed in the Description of Benefits below. Applicable benefits mandated by the state of residence will be included in the covered expenses.

You may take your child to any provider you choose; however, seeking Treatment through a *First Health* contracted provider may reduce your out-of-pocket costs- see page 7 for details. To find participating *First Health* medical providers nearest you, call 800-226-5116 or log on to [www.myfirsthealth.com](http://www.myfirsthealth.com).

Covered Benefit Levels	Low Option	Mid Option	High Option	Student Accident & Sickness Plan
Plan Name	MAXIMUMS PER ACCIDENT			<b>\$50,000 Maximum per Sickness</b> <b>\$200,000 Maximum per Accident</b>
<b>Tackle Football Accident Plan</b>	\$25,000	\$50,000	\$75,000	
<b>Full-Time 24/7 Accident Plan</b>	\$50,000	\$100,000	\$150,000	
<b>School-Time Accident Plan</b>	\$25,000	\$50,000	\$75,000	
<b>Deductible Per Covered Accident/Sickness</b>	\$0	\$0	\$0	<b>\$50</b>
Covered Expenses	BENEFIT MAXIMUMS			BENEFIT MAXIMUMS
<b>Hospital Room &amp; Board</b> - Paid up to	\$500/Day	\$600/Day	\$750/Day	<b>80% Semi Private Room Rate</b>
<b>Inpatient Hospital Miscellaneous Charges</b> Services described below are paid as scheduled. All other miscellaneous charges - Paid up to	\$800/Day	\$1,000/Day	\$1,750/Day	<b>80% to \$4,000/Day</b>
<b>Intensive Care Unit</b> - Paid up to	\$1,500/Day	\$1,800/Day	\$2,400/Day	<b>80%</b>
<b>Emergency Room Physician Charges</b>	100%			<b>100%</b>
<b>Hospital Emergency Room</b> (room & supplies) incurred within 72 hours of an Injury	100%			<b>100%</b>
<b>Outpatient Surgical</b> (room & supplies)	\$750	\$900	\$1,600	<b>80% to \$4,000</b>
<b>Physician Non-Surgical Treatment &amp; Exam</b> (excluding Physical Therapy)				
First Visit	\$70	\$80	\$100	<b>80%</b>
Each Follow Up Visit	\$50	\$55	\$65	<b>80%</b>
Consultation (when referred by attending Physician)	\$200	\$250	\$300	<b>80%</b>
<b>Surgeon Services</b>	60%	75%	90%	<b>80%</b>
<b>Assistant Surgeon Services</b>	25% of Surgical Allowance			<b>80%</b>
<b>Anesthesiologist Services</b>	25% of Surgical Allowance			<b>80%</b>
<b>Physiotherapy</b> (includes related office visits) when prescribed by a Physician	\$50/Visit to \$500	\$60/Visit to \$600	\$75/Visit to \$900	<b>80% to \$2,000</b>
<b>X-Ray Examinations</b> (including reading)	60% to \$500	70% to \$600	80% to \$700	<b>80%</b>
<b>Diagnostic Imaging</b> MRI, Cat Scan	60%	60%	80%	<b>80%</b>
<b>Ambulance</b> (from site of an emergency directly to hospital)	100%			<b>100%</b>
<b>Laboratory Procedures, Registered Nurse Services, and Rehabilitative Braces</b>	60%	80%	100%	<b>80%</b>
<b>Durable Medical Equipment</b>	60% to \$500	80% to \$600	100% to \$800	<b>80%</b>
<b>Out-Patient Prescription Drugs</b> (for Injuries only)	60%	80%	100%	<b>80%</b>
<b>Dental Services</b> (including dental x-rays) for Treatment due to a covered Accident	60%	80%	90%	<b>80%</b>
<b>Eyeglass Replacement</b> (for replacement of broken eyeglass frames or lenses resulting from a covered Accident requiring medical attention)	\$500	\$500	\$500	<b>80%</b>
<b>Medical Evacuation &amp; Repatriation</b>	\$0	\$0	\$0	<b>100% to \$10,000</b>



*Even if your child has other coverage,  
our plans can help cover large  
deductibles, co-pays and other  
uncovered expenses common to many  
other plans today!*





## ADDITIONAL PLANS



### Dental Accident Plan (\$75,000 Maximum)

- Covers Injuries to teeth caused by covered Accidents occurring 24 hours a day, anywhere in the world, including participation in all sports and all forms of transportation.
- Benefits are payable at 100% of the Usual, Customary and Reasonable charges for Treatment of Injured teeth, including repair or replacement of existing caps or crowns.** We do not pay for damage to or loss of dentures or bridges or damage to existing orthodontic equipment.
- The coverage provides a "Benefit Period" of Accident dental benefits for up to one year from the date of first Treatment. The benefit period for an Injury may be extended each year, provided that: coverage is renewed prior to October 1, the student remains enrolled in grades P-12, and written notice is received by the Company at the time of Injury that further Treatment will be deferred to a later date.

**\$16.00 purchased separately**

**\$12.00 when added to any plan(s) purchased**



### Pharmacy SmartCard™

- Available to students, their families and school staff through our partnership with CastiaRx, the SmartCard offers savings of up to **95%** of prescription drug costs and is accepted at over **63,000** pharmacies nationwide.
- In addition, the program can provide "Instant Alerts" to potential medication interactions to better protect your family along with unique "Proof of Savings" reports mailed directly to you every six months. After your payment has been processed, CastiaRx will send you your ID card. Present your card each time you or a family member needs a prescription filled to receive your savings.
- For more detailed information, go to [www.castiarx.com](http://www.castiarx.com) or call **800-546-5677**. The SmartCard is not an insurance product and is not insured by ACE American Insurance Company.

**\$36.00 for the entire family!**

**Coverage Begins** at 11:59 pm on the day that the Company receives a completed enrollment form and payment of premium.

**Coverage Ends**

- Dental** at 12:01 am on the date School begins regularly scheduled classes for the 2021-2022 School Year.
- SmartCard** one full year from the date of purchase.

## ADDITIONAL BENEFITS

*(Applies to all plans except the Dental Accident Plan and Pharmacy SmartCard)*



### CONCUSSION:

When a student is diagnosed with a concussion as a result of an injury received while participating in a Covered Activity, and as a result is prohibited from participation in interscholastic sports under the School's formal concussion protocol, benefits for the treatment of that concussion will be paid at 100% of the Usual, Customary and Reasonable charges with no deductible, subject to all other terms and conditions of the plan.



### ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT, PARALYSIS AND COUNSELING:

In addition to medical benefits, if, within 365 days from the date of Accident covered by the policy, bodily Injuries result in any of the following losses, we will pay the benefit set opposite such loss. Only one such benefit (the largest) will be paid for all such losses due to any one Accident.

Accidental Death	\$10,000
Single dismemberment or entire loss of sight in one eye	\$25,000
Double dismemberment or entire loss of sight in both eyes, or paraplegia or hemiplegia or quadriplegia	\$50,000
Counseling - In addition to the AD&D benefits, we will pay 100% of the Usual, Customary and Reasonable costs of psychiatric/psychological counseling needed after covered dismemberment, loss of sight or paralysis up to	\$5,000

# HOW TO ENROLL



For IMMEDIATE confirmation of enrollment, skip the steps below and [click here](#) to apply online



Thank you for enrolling your child! To avoid any delay in coverage, please follow these 3 easy steps below:

**Select** the plan(s) you wish to purchase below:

- The Student Accident & Sickness Plan will provide our highest level of coverage.
- Our Accident Plans may be purchased on an individual basis or combined with additional coverage (for example, Full-Time Accident + Dental).

**Complete** the enrollment form below. Please note, we are unable to accept enrollments over the phone.

**Purchase and Return** You may either:

-  Fax both sides of the completed Enrollment Form to **(949) 348-2630**. You must pay by credit card by completing the payment area below. **Sorry, we cannot accept personal checks or Money Orders by fax.**
-  Mail both sides of the completed Enrollment Form to Myers-Stevens & Toohey, 26101 Marguerite Pkwy, Mission Viejo, CA 92692. You may pay by credit card by completing the payment area below or enclose a check or Money Order made payable to Myers-Stevens & Toohey.

**PLEASE DO NOT SEND CASH**

**2020-2021 Enrollment Form** Complete all information (please print) and return to Myers-Stevens & Toohey Co., Inc.

## Our BEST Plan

**Student Accident & Sickness - 1st Payment** ☐ \$208.00

You will be billed \$338.00 every 2 months thereafter.  
Coverage cannot exceed 12 calendar months or run past Sept. 30, 2021.

## Our Accident Plans

(One-Time Payment For Entire School Year)

PLANS:	High Option	Mid Option	Low Option
Tackle Football Only	<input type="checkbox"/> \$338.00	<input type="checkbox"/> \$235.00	<input type="checkbox"/> \$180.00
Full-Time (24/7)	<input type="checkbox"/> \$317.00	<input type="checkbox"/> \$219.00	<input type="checkbox"/> \$165.00
School-Time	<input type="checkbox"/> \$77.00	<input type="checkbox"/> \$63.00	<input type="checkbox"/> \$39.00
Dental Accident	<input type="checkbox"/> \$16.00 Purchased Separately <input type="checkbox"/> \$12.00 When added to any plan(s) purchased		
Pharmacy SmartCard	<input type="checkbox"/> \$36.00		

**Total Amount Due**

\$

Print Parent or Guardian Name

First Name

Last Name

I enroll for the coverage checked above. I understand premiums cannot be refunded or converted.

**Warning:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, may be subject to prosecution for insurance fraud.

X

Parent or Guardian Signature

Date

**Student Name** First Middle Last

**Student Birthdate** Month Day Year

**Mailing Address** Apt. #

**City** State Zip Code

**Parent Daytime Phone Number**

**Parent Email Address**

**District Name**

**School Name** Grade

**ALL PREMIUMS ARE FULLY EARNED UPON RECEIPT AND CANNOT BE REFUNDED OR CONVERTED**

**Method of Payment** Note: \$25.00 service charge for Returned Checks and declined Credit Cards ☐ **Check/Money Order** (Make payable to: Myers-Stevens & Toohey Co., Inc.) or ☐ **Mastercard or Visa**



**Important:** If paying by credit card, complete this form. Your amount of charge will appear as "MYERS-STEVENS & TOOHEY 800-827-4695 CA" on your statement.



\$

Amount

Card Number

Exp. Date MO. YR.

3 Digit Control #

I authorize Myers-Stevens & Toohey Co. Inc. to deduct the premium payment, plus a 3% processing fee, from my credit card. If enrolling in the *Student Accident & Sickness Plan*, I am authorizing the initial premium payment and understand that I will be invoiced every 2 months for the subsequent payments.

X

Signature of Cardholder

**Auto-Charge Option**

Available for your convenience is the option to have your bi-monthly payments automatically charged to your credit card.

By initialing here \_\_\_\_\_, I hereby authorize Myers-Stevens & Toohey to charge the above credit card \$338, plus a 3% processing fee, on the 5th of the month that my payment is due. This authorization will remain in effect for the 2020/2021 school year until I notify Myers-Stevens & Toohey in writing prior to the next payment date.

## FREQUENTLY ASKED QUESTIONS

### I'm in a hurry! What is the quickest way to enroll?

Click [HERE](#) to enroll online, click the "Enroll Now" banner on the home page, complete the enrollment process and your ID card will be emailed to you immediately!

### If I have other insurance, why do I need this coverage?

Our plans can expand your choice of providers for your child and high deductibles, high co-insurance and other cost-sharing obligations common to many of today's health plans.

### If my child has no other insurance, what's my best buy?

Unless you need coverage for high school tackle football, the *Student Accident & Sickness Plan* is our broadest, best option. Next best is the *Full-Time 24/7 Accident Plan* with "High Option" benefits.

### Can I take my child to any doctor or hospital?

**YES!** However, your out-of-pocket costs could be less using a *First Health* contracted provider (see page 10). To find participating doctors/hospitals nearest you, call **800-226-5116** or log on to **[www.myfirsthealth.com](http://www.myfirsthealth.com)**

### If my child has a covered injury or sickness, will benefits for that same injury or sickness be extended if he/she re-enrolls next year?

Once maximum benefits have been paid or the benefit period ends (generally, from one to two years depending on the plan) no further benefits for that injury or sickness will be made. The *Dental Accident Plan* is the only exception. See this brochure for details.

### Are accident-only rates paid every month?

**NO!** Accident-only rates are one-time charges for the entire School Year.

### Do the Interscholastic Tackle Football or School-Time plans cover camps and clinics sponsored and organized by groups other than my child's school?

**NO!** However, such camps and clinics may be covered under our *Full-Time 24/7* or *Student Accident & Sickness* plans. Call us for guidance!

### Can interscholastic high school tackle football be covered?

**YES!** But only under the *Interscholastic Tackle Football Plan*. "High Option" benefits are recommended.

### Still need help or have questions?

Go to [www.myers-stevens.com](http://www.myers-stevens.com) or call us for prompt, personalized assistance at (800) 827-4695.





## OUR NETWORK PROVIDER

### Maximum choice - maximum savings!

When an accident or sickness occurs, access to providers is important to our students and their families. In the current healthcare environment, plan choices are becoming more limited as the network provider lists continue to contract. Our plans generally allow you to seek treatment for your children from the provider or facility of their choice.

In addition, we partner with First Health, a very extensive provider networks that allow for deep discounts on billed charges (averaging over 40%). This can further reduce your out-of-pocket costs.



### The network provides:

- Over 5,000 hospitals, 90,000 ancillary facilities, and 1 million health care professional service locations nationwide
- 98% of the U.S. population with access to a network provider
- Electronic web directories which enable members to find network providers, office hours, languages spoken, hospital affiliation and driving directions

*To find a First Health provider nearest you, call 800-226-5116 or log on to [www.myfirsthealth.com](http://www.myfirsthealth.com).*

## HOW TO FILE A CLAIM

Each claim is assigned to one of our experienced examiners who will diligently guide family members, school staff, medical providers and any other parties involved throughout the entire process from A to Z. Our examiners apply their specific and highly technical knowledge to ensure accurate and expedited processing.

Should an accident or sickness occur, please follow these 4 easy steps:

1. Report School-related Injuries within 60 days.
2. Obtain a claim form from the School or the Company. Claim forms must be filed with the Company within 90 days after the date of first Treatment.
3. At the same time, please file a claim with any other applicable insurance or Health Care Plan.
4. Follow ALL claim form instructions, attach all itemized bills and send to:



**Myers-Stevens & Toohey Co., Inc.**  
26101 Marguerite Parkway  
Mission Viejo, CA 92692-3203  
**Office 800-827-4695** | Fax 949-348-2630  
[claims@myers-stevens.com](mailto:claims@myers-stevens.com)  
CA License #0425842

## The Insurance Company

(Does not apply to the SmartCard)

# CHUBB®

### ACE American Insurance Company

436 Walnut St., Philadelphia, PA 19106

This information is a brief description of the important features of this insurance plan. It is not an insurance contract. Insurance benefits are underwritten by ACE American Insurance Company. Complete details may be found in the policies which can be found on file with the district office. Coverage may not be available in all states or certain terms may be different where required by state law. Chubb NA is the U.S.-based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE:CB) Insurance products and services are provided by Chubb Insurance underwriting companies and not by the parent company itself.

## EXCLUSIONS

### Benefits are not payable for any of the following or loss that results from them:

1. Dental care or Treatment. This exclusion does not apply to care of sound, natural teeth and gums required due to an Injury resulting from an Accident while the Covered Person is insured under the Policy, and rendered within 12 months of the Accident.
2. War or any act of war, declared or undeclared.
3. Participation in a riot or civil disorder; fighting or brawling, except in self-defense; commission of or attempt to commit a felony or violating or attempting to violate any duly enacted law.
4. Suicide, attempted suicide or intentionally self-inflicted Injury while sane or insane.
5. Injury or Sickness contributed to by the use of alcohol or drugs unless taken in the dosage and for the purpose prescribed by the Covered Person's Physician.
6. Practice or play in interscholastic high school tackle football (unless separate football coverage is purchased), intercollegiate sports, semi-professional sports, or professional sports. (Does not apply to the *Dental Accident Plan*.)
7. Injury or Sickness covered by Worker's Compensation or Employer's Liability Laws, or by any coverage provided or required by law including, but not limited to group, group type, and individual automobile "No Fault" coverage (excluding School Vehicle coverage).
8. Treatment, services or supplies provided by the School's infirmary or its employees, or Physicians who work for the School, or by any member of the Covered Person's immediate family; or for which no charge is normally made.
9. Mental or nervous disorders (except as specifically provided by the Policy).
10. Treatment of Sickness, ailment, or infections (except pyogenic infections or bacterial infections which result from the accidental ingestion of contaminated substances). (Does not apply to the Sickness-Only Coverage under the *Student Accident & Sickness Plan*.)
11. The diagnosis and Treatment of non-malignant warts, moles and lesions, acne or allergies, including allergy testing.
12. Injury sustained as a result of riding in or on, entering or alighting from, a two or three-wheeled motor vehicle. (Does not apply to the *Dental Accident Plan*.)
13. Treatment of osteomyelitis, pathological fractures and hernia. (Does not apply to the Sickness-Only Coverage under the *Student Accident & Sickness Plan*.)
14. Detached retina (unless directly caused by an Injury). (Does not apply to the Sickness-Only Coverage under the *Student Accident & Sickness Plan*.)
15. Any expenses related to the Treatment of tonsils, adenoids, epilepsy, seizure disorder or congenital weakness; or expenses for Treatment of congenital anomalies and conditions arising or resulting directly there from.
16. Supplies, except as otherwise provided in the Policy.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including but not limited to, the payment of claims.

### Requirements and Limitations

Aggravations of injuries which did not occur while insured under this plan are paid up to \$500 maximum benefit per policy term. Injuries sustained as a result of riding in or on, entering or alighting from or being struck by a Motor Vehicle are limited to a \$25,000 maximum benefit. Some Motor Vehicle injuries are not covered - see exclusions above for details. School-time and high school tackle football injuries must be reported to the School within 60 days of the date of Injury. The first Physician's visit must be within 120 days after the Accident occurs. This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit us from providing insurance, including but not limited to, the payment of claims. A claim form must be filed with Myers-Stevens & Toohey & Co., Inc. within 90 days after the date of loss. The School-Time, Tackle Football and Full-Time (24/7) plans pay for covered expenses incurred within up to 104 weeks from the date of injury. The Student Accident & Sickness and Dental Accident plans pay for covered expenses incurred within up to 52 weeks from the date of first treatment, however, should the Injury sustained under the Student Accident & Sickness plan require the removal of surgical pins, continued Treatment for serious burns, or Treatment of a non-union or mal-union fracture, the benefit period will be extended to 104 weeks. Each covered condition may be subject to a deductible - see plan details.

### Facility of Payment

Whenever payments that should have been made under the Policy are made by any other policy, the Company reserves the right to pay over to any plan making such other payments, any amounts the Company determines are warranted in order to satisfy the intent of this provision. The amounts paid are considered benefits paid under the Policy and, to the extent of such payments, the Company shall be fully discharged from liability under the Policy. In no event will the Company pay more than the benefits payable under the Policy for all policies providing the same or similar benefits issued to the Policyholder and underwritten by the Company.

### Definitions

An **Accident** is defined as a sudden, unexpected and unintended incident. **Covered Accident** means an Accident that results in Injury or loss covered by this Policy. An **Injury** is defined as Accidental bodily harm sustained by the Covered Person that results directly from an Accident (independently of all other causes) and occurs while coverage under the Policy is in force. **Medically Necessary** is defined as the services or supplies provided by a Hospital, Physician, or other provider that are required to identify or treat an Injury or Sickness and which, as determined by the Company, are: (1) consistent with the symptoms or diagnosis and Treatment of the Injury or Sickness; (2) appropriate with regard to standards of good medical practice; (3) not solely for the convenience of the Insured Person; (4) the most appropriate supply or level of service which can be safely provided. When applied to the care of an Inpatient, it further means that the Insured Person's medical symptoms or condition requires that the services cannot be safely provided as an Outpatient. **Sickness** is defined as illness or disease contracted by and causing loss to the Insured Person whose Sickness is the basis of claim. Any complications or any condition arising out of a Sickness for which the Insured Person is being treated or has received Treatment will be considered as part of the original Sickness. **School Activities** means any activity that is sponsored and under the direct, immediate supervision of the School that: (a) the School requires the Insured Person to attend; or (b) is under the sole control and supervision of School authorities. It does not include an activity related to athletics or cheerleading that is under joint sponsorship or supervision arrangement with any non-School group.

### Excess Provision:

In order to keep premiums as affordable as possible, these plans pay benefits on a non-duplicating basis. This means, if a person is covered by one or more of these plans and by any other valid insurance or health agreement, any amount payable or provided by the other coverages will be subtracted from the covered expenses and we will pay benefits based on the remaining amount.

**IMPORTANT NOTICE:** This Plan provides short-term limited duration sickness benefits. It does not constitute comprehensive health insurance coverage (often referred to as "major medical coverage") and does not satisfy a person's individual obligation to secure the requirement of minimum essential coverage under the Affordable Care Act (ACA). For more information about the ACA, please refer to [www.HealthCare.gov](http://www.HealthCare.gov).

## ALL PREMIUMS ARE FULLY EARNED UPON RECEIPT AND CANNOT BE REFUNDED OR CONVERTED

For a brochure in Spanish, or for assistance in Spanish, please call 800-827-4695  
Para un folleto en Español, o para asistencia en Español, por favor llame a 800-827-4695



# LA MESA-SPRING VALLEY SCHOOLS

## Extended School Services

4750 Date Avenue  
La Mesa, CA 91942  
619 644-3800  
Fax: 619 668-8309  
[www.lmsvschools.org](http://www.lmsvschools.org)

Dear LMSV Families,

Welcome to the Extended School Services Program, (ESS). The ESS program will be open daily, beginning August 10<sup>th</sup>, 2020, from 7:00 a.m. to 6:00 p.m. for emergency care. The ESS team has been working hard on developing a program that is fun and engaging while maintaining the health and safety of our students as our number one priority. This school year our program will look different, but different doesn't mean that it won't be engaging or enjoyable for your student(s).

I know many of you want to know what your child will be doing while at ESS this during the day and what safety precautions will be in place. Here are is an overview of some information to provide as much clarity as possible:

- Children will be placed into small groups of 12 or 13 students by grade levels.
- Parents may not enter the student classrooms. Drop off and pick up will take place outside.
- All children and ESS team members will be screened for COVID-19 symptoms upon arrival. Should a child be exhibiting any symptoms, they will not be able to stay for care. This will include, but is not limited to:
  - A temperature screening and visual inspection of the child(ren), which could include: flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness.
  - A brief questionnaire regarding any symptoms. Do you or any members of your household have any of the following symptoms?
    - Fever (100°F or greater)
    - Cough
    - Shortness of breath or difficulty breathing
    - Chills
    - Repeated shaking with chills
    - Muscle pain
    - Headache
    - Sore throat
    - New loss of taste or smell
    - Rash
    - Body aches
    - Nausea or vomiting
    - Diarrhea
- Should a child become ill while at ESS, an authorized person will be contacted to pick-up the child(ren) immediately. The child will be separated from the group. Please make sure that all contact information is current.
- If you are contacted to pick up a sick child from the program, all children from your family must also be picked up.
- Staff and students will wear masks. Face coverings are strongly encouraged for young children between two years old and second grade, if they can be worn properly. A face shield is an acceptable alternative for children in this cohort. Children can bring their own face mask from home or ESS will provide one for them. Personal cloth face coverings should be washed daily.
- Staff and children will be practicing proper hand washing, hand sanitization, and physical distancing. A link to helpful videos for parents and children is located [HERE](#).
- ESS will be providing children with a breakfast/morning snack, lunch and an afternoon snack daily. Students may bring their own snacks and lunches from home.

- We ask that you limit the number of personal belongings your child brings to ESS. A water bottle and their district issued learning device should be brought to ESS daily.
- All restrooms, toys, equipment, electronics, tables, etc. will be sanitized throughout the day. Additional custodial support will be provided in order to disinfect classrooms and restrooms each evening.

### **Drop-off Procedure**

- Parents/Authorized pick-up persons will not be permitted past the check-in table at any time.
- Please remain in your vehicle until it is your turn at the check-in table.
- Once screened at drop-off, parents will sign their child in on the iPad and a staff member will direct them to the hand hygiene station before going to their designated classroom.
- It is highly recommended that the same authorized person drop-off daily.
- **A face mask is required when dropping off your child(ren).**

### **Pick-up Procedure**

- Students will be signed out by an authorized pick-up at the intake area.
- A staff member will call your child to meet you at the intake area.
- Parent will sign the child out on the iPad. To ensure safety, please present your ID when signing your child out each day.
- It is highly recommended that the same authorized person pick-up daily.
- **A face mask is required when picking up your child(ren).**

**As a friendly reminder, due to current health and social distancing guidelines, pick-up and drop-off times may be lengthier than usual. Please plan accordingly.**

### **ESS Distance Learning Policies (effective 8/27/20)**

Students will have scheduled times throughout the day to work independently on their distance learning. All students should bring their district issued device to ESS each day.

- Children will receive their own personal supplies (crayons, pencils, scissors, paper, glue, etc.) for their daily personal use.
- The distance learning portion of the day in ESS is not a one-on-one tutoring service, but rather a quiet time for students to focus on and work toward assignment completion.
- ESS staff will assist students with questions, spot-check their answers, and help guide students while they work independently. The responsibility of reviewing and correcting work belongs to the parent/guardian. ESS does not guarantee “homework” completion.
- If a student is caught up on all of their distance learning assignments, he/she will be provided with academic enrichment activities or will have the option to read a book of their choice for the duration of the distance learning period.

### **Fees**

The fees for the ESS full day program are as follows:

- ❖ One child - \$150 per week
- ❖ Two children - \$135 per week, per child
- ❖ Three (or more) children - \$125 per week, per child

We anticipate that as we implement these new procedures, we may find ways to change and streamline the process as we go. We appreciate your patience and understanding as we work through these new procedures together, in service of the health and safety of your children. Thank you for your support and your patience.

We look forward to seeing you soon,

The ESS Team  
(619) 644-3800  
essforms@lmsvschools.org



# EXTENDED SCHOOL SERVICES

## Fees for 2020/2021 Emergency Full Day Program



*Effective 8/10/2020 – ESS will be open Monday through Friday from 7:00 a.m. until 6:00 p.m.*

### **Registration Fee:**

There is an annual, non-refundable, registration fee for all students. For families with one child the fee is \$40. For families with two or more children the fee is \$60. The fee will be charged upon approval of registration (contract acceptance). This annual registration fee will be assessed at the beginning of every school year.

### **Full Day Rates:**

<b>One child:</b>	\$150 per week
<b>Two children:</b>	\$135 per week, per child
<b>Three or more children:</b>	\$125 per week, per child

You must pre-register and prepay on a bi-weekly basis. Rates are a flat weekly rate and are non-refundable. Children can attend the program at any time between the hours of 7:00 a.m. and 6:00 p.m.

### **Winter and Spring Break Rates (Optional):**

*Rates and availability are TBD due to COVID-19 restrictions. Break programs availability subject to change.*  
Must pre-register and prepay. Fees are non-refundable.

- **Thanksgiving Break** – ESS Closed November 23, 2020 – November 27, 2020
- **Winter Break**- ESS closed for the first week – December 21, 2020 - December 25, 2020  
ESS open for the second week – December 28, 2020 - January 1, 2021 (closed January 1)
- **Spring Break**- March 22, 2021 - April 2, 2021 (closed April 2)

**Please remember: ESS is not a “drop-in” service. A 2-week notice is required before withdrawing from ESS or scheduling vacation. Thank you!**

## 2020/2021 ESS Academic Billing Calendar for Emergency Care (Pre-Pay, Bi-Weekly)

Dates of Service	Payment Due Date	Cost for childcare (Rates subject to change)		
		1 child	2 children \$135 per child	3 (or more) children \$125 per child
Aug 10 - Aug 14 (1 Week)	Aug 3	<b>\$150</b>	<b>\$270</b>	<b>\$375</b>
Aug 17 - Aug 28	Aug 10	\$300	\$540	\$750
Aug 31 - Sept 11 (ESS Closed 9/7)	Aug 24	\$300	\$540	\$750
Sept 14 - Sept 25	Sept 7 (Holiday)**	\$300	\$540	\$750
Sept 28 - Oct 9	Sept 21	\$300	\$540	\$750
Oct 12 - Oct 23	Oct 5	\$300	\$540	\$750
Oct 26 - Nov 6	Oct 19	\$300	\$540	\$750
Nov 9 - Nov 20 (ESS Closed 11/11)	Nov 2	\$300	\$540	\$750
<i>*Thanksgiving Break Nov 23-27 (ESS Closed All Week)</i>	none	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
Nov 30 - Dec 4 (1 Week)	Nov 16	<b>\$150</b>	<b>\$270</b>	<b>\$375</b>
Dec 7 - Dec 18	Nov 30	\$300	\$540	\$750
<i>*Winter Break Dec 21-25 (Week 1) (ESS Closed All Week)</i>	none	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<i>*Winter Break Dec 28 - Jan 1 (Week 2) (ESS Closed 1/1)</i> (No AM only or PM only rates available)	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>
Jan 4 - Jan 15	Dec 28	\$300	\$540	\$750
Jan 18 - Jan 29 (ESS Closed 1/18)	Jan 11	\$300	\$540	\$750
Feb 1 - Feb 12 (ESS Closed 2/8)	Jan 25	\$300	\$540	\$750
Feb 15 - Feb 26 (ESS Closed 2/15)	Feb 8 (Holiday)**	\$300	\$540	\$750
Mar 1 - Mar 12	Feb 22	\$300	\$540	\$750
Mar 15 - Mar 19 (1 Week)	Mar 8	<b>\$150</b>	<b>\$270</b>	<b>\$375</b>
<i>*Spring Break Mar 22-Mar 26 (Week 1)</i> (No AM only or PM only rates available)	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>
<i>*Spring Break Mar 29-Apr 2 (Week 2) (ESS Closed 4/2)</i> (No AM only or PM only rates available)	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>
Apr 5 - Apr 9 (1 Week)	Mar 22	<b>\$150</b>	<b>\$270</b>	<b>\$375</b>
Apr 12 - Apr 23	Apr 5	\$300	\$540	\$750
Apr 26 - May 7	Apr 19	\$300	\$540	\$750
May 10 - May 21	May 3	\$300	\$540	\$750
May 24 - June 4 (ESS Closed 5/31)	May 17	\$300	\$540	\$750
June 7 - June 18	May 31 (Holiday)**	\$300	\$540	\$750

### PARTIAL DAY RATES (i.e. AM Only or PM Only) ARE NOT AVAILABLE DURING EMERGENCY CARE.

\*Breaks are optional and are still being determined due to ongoing COVID-19 developments. If you choose not to use them, then you only have to pay for the academic weeks. See above chart for payment amount. Billing calendar is subject to change. Fees are non-refundable.

\*\*Holiday due dates. ESS is closed, but you can make online payments by logging onto your account at <https://lmsvschools.ce.eleyo.com>. You can also mail your before the due date to avoid late payment fees.





## ESS Emergency Full Day Program Locations 2020/2021 School Year *Effective August 10<sup>th</sup>, 2020*

Host Site	ESS Visiting Sites
<b>Casa de Oro</b> 10227 Ramona Drive Spring Valley, CA 91977 <b>619-668-5840</b>	<b>Highlands</b> <b>Loma</b> <b>Sweetwater Springs</b> <b>Spring Valley Academy</b>
<b>Fletcher Hills</b> 2330 Center Place El Cajon, CA 92020 <b>619-668-5841</b>	<b>Northmont</b> <b>Parkway Middle</b>
<b>La Mesa Dale</b> 4370 Parks Avenue La Mesa, CA 91941 <b>619-668-5844</b>	<b>La Mesa Arts Academy</b> <b>Rolando</b>
<b>La Presa Elementary</b> 519 La Presa Avenue Spring Valley, CA 91977 <b>619-668-8355</b>	<b>Avondale</b> <b>Bancroft</b> <b>Kempton</b> <b>Rancho</b> <b>STEAM</b>
<b>Lemon Avenue</b> 8787 Lemon Avenue La Mesa, CA 91941 <b>619-668-5846</b>	<b>Murdock</b>
<b>Murray Manor</b> 8305 El Paso Street La Mesa, CA 91942 <b>619-668-5850</b>	<b>Maryland Avenue</b>





LA MESA-SPRING VALLEY SCHOOL DISTRICT  
**ANNUAL NOTIFICATION**

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The La Mesa-Spring Valley School District is required to annually notify pupils, parents, and guardians of their rights and responsibilities, pursuant to California Education Code (EC) 48980.

An acknowledgment of receipt of this notice must be signed by the parent or guardian and returned to the school as required by EC 48982.

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**2020-2021 School Year**

La Mesa-Spring Valley School District  
4750 Date Ave, La Mesa, CA 91942  
(619) 668-5700 · [www.lmsvschools.org](http://www.lmsvschools.org)



Dear Students, Parents and Guardians,

State law requires the La Mesa-Spring Valley School District to provide annual notification to students, parents and guardians of their rights and responsibilities pertaining to their child's education. Please read this Annual Notification. The parent or guardian is required to acknowledge their receipt of this notice by signing and returning the signature page to their child's school. The parent's or guardian's signature is an acknowledgment that they have been informed of their rights and does not indicate the parent's or guardian's consent for their child to participate or not participate in any particular program listed within the Annual Notification.

Some legislation requires additional notification to the parents or guardians during the school term prior to a specific activity. A separate letter will be sent to the parents or guardians prior to any of these specified activities or classes, and the student will be excused whenever the parents or guardians file with the principal of the school a statement in writing requesting that their child not participate. Other legislation grants certain rights that are to be spelled out in this Annual Notification.

The La Mesa-Spring Valley School District recognizes that parent or guardian involvement in their child's education promotes student achievement and contributes greatly to the student's success. This Annual Notification contains information on the various ways parental involvement is both permitted and encouraged by federal and state laws, as well as district policies. LMSV commits to providing a quality education to all of its students in a safe and healthy environment, and looks forward to a successful and positive school year, made possible by the dedicated efforts of its administrators, teachers, paraeducators, support staff, students, and parents and guardians.

**Please read this Annual Notification carefully and return the signed forms to your student's school as soon as possible.**

Sincerely,

David Feliciano, Superintendent  
La Mesa-Spring Valley School District

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
2020-2021 ACKNOWLEDGMENT OF RECEIPT AND REVIEW**

Dear Parent/Guardian:

The La Mesa-Spring Valley School District is required to annually notify the parents and guardians of rights and responsibilities in accordance with Education Code section 48980.

If you have any questions, or if you would like to review specific documents mentioned in the notice, please contact an administrator at your child's school. They will be able to give you more detailed information and assist you in obtaining copies of any materials you wish to review.

Please complete the "Acknowledgment of Receipt and Review" form below, and return it to your child's school.

This annual notification is also available in an electronic format and can be provided to you upon request. If the notice is provided in an electronic format, the parent or guardian shall submit to the school this signed acknowledgement of receipt of the notice. Signature of the notice is an acknowledgment by the parent or guardian that they have been informed of his or her rights but does not indicate that consent to participate in any particular program has either been given or withheld.

**ACKNOWLEDGMENT OF RECEIPT AND REVIEW**

Pursuant to Education Code section 48982, the parent/guardian shall sign this notice and return it to the school. Signature on the notice is an acknowledgment by the parent or guardian that they have been informed of his or her rights but does not necessarily indicate that consent to participate in any particular program or activity has been given or withheld.

Student Name: \_\_\_\_\_

School: \_\_\_\_\_ Grade: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED TO YOUR CHILD'S SCHOOL.**

**LA MESA-SPRING VALLEY SCHOOL DISTRICT**  
**2020 – 2021 RELEASE FORM FOR DIRECTORY INFORMATION**  
*(Applicable Only for the Current School Year)*

PARENTS: PLEASE READ AND COMPLETE THE INFORMATION BELOW AND RETURN IT TO YOUR SCHOOL PRINCIPAL

Student Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Grade: \_\_\_\_\_  
School: \_\_\_\_\_

The primary purpose of directory information is to allow the La Mesa-Spring Valley School District to include this type of information from your child's education records in certain school publications. Directory information includes the pupil's name, address, telephone number, date of birth, e-mail address, major field of study, participation in officially recognized activities and sports, dates of attendance, degrees and awards received, and the most recent previous public or private school attended by the pupil, or height and weight of athletes, information that is generally not considered harmful or an invasion of privacy released.

The Family Education Rights and Privacy Act (FERPA) and Education Code section 49073 permits the La Mesa-Spring Valley School District to disclose appropriately designated "directory information" without written consent, unless you have advised the La Mesa-Spring Valley School District that you do not want your student's directory information disclosed without your prior written consent.

**Student Directory Information**

- ☐ I do not wish to have any directory information released to any individual or organization.
- ☐ I do not wish to release the name, address and telephone number of the student names above to the agencies I check below.
- ☐ PTA
  - ☐ Health Department
  - ☐ Third Party Providers of Online Educational Tools (Used within the classroom for educational purposes only.)
  - ☐ Military Recruiters (grades 7 and 8 only)
- ☐ I am a homeless and unaccompanied youth over the age of 14, or am a parent of a homeless and unaccompanied youth and authorize the release of my directory information in accordance with the law and La Mesa-Spring Valley School District policy.

**Media Release**

- ☐ The student may be interviewed, photographed, or filmed by members of the media.
- ☐ The student may NOT be interviewed, photographed, or filmed by members of the media.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED TO YOUR CHILD'S SCHOOL.**

**LA MESA-SPRING VALLEY SCHOOL DISTRICT  
2020-2021 ANNUAL PESTICIDE NOTIFICATION REQUEST**

PARENTS: PLEASE READ AND COMPLETE THE INFORMATION BELOW AND  
RETURN IT TO YOUR SCHOOL PRINCIPAL

Parents/guardians can register with the school to receive notification or individual pesticide applications. Persons who register for this notification shall be notified at least seventy-two (72) hours prior to the application, except in emergencies, and will be provided the name and active ingredient(s) of the pesticide as well as the intended date of application.

Parents/guardians seeking access to information on pesticides and pesticide use reduction developed by the Department of Pesticide Regulation pursuant to California Food and Agricultural Code section 13184, can do so by accessing the Department's web-site at [www.cdpr.ca.gov](http://www.cdpr.ca.gov).

DISTRICT's Integrated Pest Management Plan may be viewed at [www.lmsvschools.org](http://www.lmsvschools.org)

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Student Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Grade: \_\_\_\_\_

School: \_\_\_\_\_

- ☐ I would like to be pre-notified every time a pesticide application is to take place at the school. I understand that the notification will be provided at least 72 hours before the application.
- ☐ I do not need to be notified every time a pesticide application is to take place at the school. I understand that the notification will be posted at least 24 hours before the application.

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Signature of Parent/Guardian

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## **Attendance - EC 48980**

### **Absence for Confidential Medical Services-EC 46010.1**

Students in grades 7 to 8 may be excused for the purpose of obtaining confidential medical services without consent of the pupil's parent or guardian.

### **Absence for Religious Instruction-EC 46014**

Permissive absence may be granted for governing board approved religious exercises or instruction if a pupil has attended at least the minimum school day and for not more than four days per school month.

### **Excused Absence; Justifiable Personal Reasons; Credit (EC 48205);**

State law permits students to be absent for justifiable reasons and allows for completion of missed assignments. Students who are absent without valid excuse, and their parents/guardians, may be subject to truancy and/or criminal proceedings under Education Code section 48260, et seq.

Excused Absences:

1. Notwithstanding Section 48200, a pupil shall be excused from school when the absence is:
  - a. Due to the pupil's illness.
  - b. Due to quarantine under the direction of a county or city health officer.
  - c. For the purpose of having medical, dental, optometric, or chiropractic services rendered.
  - d. For the purpose of attending the funeral services of a member of his or her immediate family, so long as the absence is not more than one day if the service is conducted in California and not more than three days if the service is conducted outside California.
  - e. For the purpose of jury duty in the manner provided for by law.
  - f. Due to the illness or medical appointment during school hours of a child of whom the pupil is the custodial parent, including absences to care for a sick child for which the school shall not require a note from a doctor.
  - g. For justifiable personal reasons, including, but not limited to, an appearance in court, attendance at a funeral service, observance of a holiday or ceremony of his or her religion, attendance at religious retreats, or attendance at an employment conference, when the pupil's absence has been requested in writing by the parent or guardian and approved by the principal or a designated representative pursuant to uniform standards established by the governing board.
  - h. For the purpose of serving as a member of a precinct board for an election pursuant to Section 12302 of the Elections Code.
  - i. For the purpose of spending time with a member of the pupil's immediate family who is an active duty member of the uniformed services, as defined in EC § 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the superintendent of the school district
  - j. For the purpose of attending the pupil's naturalization ceremony to become a United States citizen.
  - k. Authorized at the discretion of a school administrator, as described in subdivision (c) of Section 48260.
2. A pupil absent from school under this section shall be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit therefore. The teacher of any class from which a pupil is absent shall determine the tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the pupil missed during the absence.
3. For purposes of this section, attendance at religious retreats shall not exceed four hours per semester.
4. Absences pursuant to this section are deemed to be absences in computing average daily attendance and shall not generate state apportionment payments.

"Immediate family," as used in this section, means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

### **Intradistrict Choice Policy (EC 35160.5(b)):**

Residents of the school district may apply to other schools within the school district for their child to attend on a space available basis.

### **Interdistrict Attendance (EC 46600, et seq.):**

The parent or guardian of a pupil may seek release from the home district to attend a school in any other school district. Each school district of resident and school district of proposed enrollment shall post on its Internet Web site the procedures and timelines, including a link to the policy of the governing board of the school district, regarding a request for an interdistrict transfer permit in a manner that is accessible to the public without a password. The information posted on the Internet Web site shall include, but need not be limited to, the following:

1. The date upon which the school district will begin accepting and processing interdistrict transfer requests for the subsequent school year.
2. The reasons for which the school district may approve or deny a request, and any information or documents that must be submitted as



supporting evidence.

- a. If applicable, the process and timelines by which denial of a request may be appealed within the school district before the school district renders a final decision.
- b. That failure of the parent to meet any timelines established by the school district shall be deemed an abandonment of the request.
- c. Applicable timelines for processing a request, including statements that the school district shall do both of the following:
  - i. Notify a parent submitting a current year request, as defined in Section 46600.1, of its final decision within 30 calendar days from the date the request was received.
  - ii. Notify a parent submitting a future year request, as defined in Section 46600.1, of its final decision as soon as possible, but not later than 14 calendar days after the commencement of instruction in the school year for which interdistrict transfer is sought.
- d. The conditions under which an existing interdistrict transfer permit may be revoked or rescinded.

#### **Residency Requirements-EC 48200, 48204, 48204.3, 48204.4, 48204.6, 48204.7**

Each person between the ages of 6 and 18 years (and not exempted) is subject to compulsory full-time education. Each person subject to compulsory full-time education and not exempted shall attend the public full-time day school or continuation school or classes and for the full time designated as the length of the school day by the governing board of the school district in which the residency of either the parent or legal guardian is located.

A pupil may alternatively comply with the residency requirements for school attendance in a school district, if they meet any of the following:

1. Placed within the boundaries of the school district in a foster home or licensed children's institution as defined in Section 56155.5 or a family home within the boundaries of the school district pursuant to a commitment or a placement under the Welfare and Institutions Code;
2. A pupil who is in foster care who remains in their school of origin.
3. A pupil for whom interdistrict transfer has been approved;
4. An emancipated pupil who resides within the boundaries of the school district;
5. A pupil who lives in the home of a care giving adult that is located within the boundaries of the school district;
6. A pupil residing in a state hospital located within the boundaries of the school district.
7. A pupil whose parent or legal guardian resides outside of the boundaries of that school district but is employed and lives with the pupil at the place of their employment within the boundaries of the school district for a minimum of three days during the school week;
8. A school district shall allow a pupil who is a child of a military family to continue their education in the school of origin, regardless of any changes of residence of the military family during that school year, for the duration of the pupil's status as a child of a military family;
9. A school district shall allow a pupil who is a migratory child to continue attending their school of origin, or a school within the school district of origin regardless of any change of residence of the pupil; and
10. A pupil whose parent or parents were residents of this state and have departed California against their will, and if the pupil seeks admission to a school of a school district, shall be admitted, regardless of their current residency, provided the pupil has:
  - a. Official documentation evidencing the departure of their parent or legal guardian;
  - b. Moved outside of California as a result of their parent or legal guardian departing against their will and the pupil lived in California immediately before moving outside of California; and,
  - c. Provides documentation that the pupil was enrolled in a California public school immediately before moving outside of California.

Residency Investigations: The governing board of La Mesa-Spring Valley School District has adopted a board policy regarding the process it follows for conducting investigations to determine whether a pupil meets residency requirements for school attendance in the school district. A copy of the La Mesa-Spring Valley School District Board Policy 5111.1 is located at [www.lmsvschools.org](http://www.lmsvschools.org).

#### **Truancy (EC 48260, et seq.)**

1. The first time a truancy report is issued, the pupil and, as appropriate, the parent or legal guardian, may be requested to attend a meeting with a school designee to discuss attendance issue and develop plan to improve attendance
2. The second time a truancy report is issued within the same school year, the pupil may be given a warning by a peace officer pursuant to Penal Code section 830.1. The pupil may also be assigned to an afterschool or weekend study program located within the same county as the pupil's school.
3. The third time a truancy report is issued within the same school year, the pupil shall be classified as a habitual truant and may be required to attend an attendance review board or a truancy mediation program pursuant to EC 48263.
4. The fourth time truancy is issued within the same school year, the pupil may be within jurisdiction of the Juvenile Court that may adjudge the pupil to be a ward of the court pursuant to Welfare and Institutions Code section 601.

#### **Rules and Procedures on School Discipline**

##### **Suspension-EC 48900**

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r) inclusive:

- a. Caused, attempted to cause or threatened to cause physical injury to another person; (2) Willfully used force or violence upon the person of another, except in self-defense.
- b. 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 of the principal.

- c. Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- d. Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance or material as a controlled substance, alcoholic beverage or intoxicant.
- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to school property or private property.
- g. Stole or attempted to steal school property or private property.
- h. Possessed or used tobacco, or products containing tobacco or nicotine products, including but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- k. (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties. (2) This paragraph is inoperative on July 1, 2020 (3) Except as provided in Section 48910, commencing July 1, 2020, a pupil enrolled in kindergarten or any of grades 1 to 5, inclusive, shall not be suspended for any of the acts specified in paragraph (1), and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 8, inclusive, to be recommended for expulsion. (4) Except as provided in Section 48910, commencing July 1, 2020, a pupil enrolled in any of grades 6 to 8, inclusive, shall not be suspended for any of the acts specified in paragraph (1). This paragraph is inoperative on July 1, 2025.
- l. Knowingly received stolen school property or private property.
- m. Possessed an imitation firearm. As used in this section "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n. Committed or attempted to commit sexual assault as defined in Section 261, 266c, 286, 287, 288, or 289 of, or former Section 288a of, the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- o. Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- p. Unlawfully offered, arranged to sell, negotiated to sell or sold the prescription drug Soma.
- q. Engaged in, or attempted to engage in hazing. For purposes of this subdivision, "hazing" is any method of initiation or pre-initiation 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 subdivision, "hazing" does not include athletic events or school-sanctioned events
- r. Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
  - a. "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 pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
    - ii. Causing a reasonable pupil to experience substantially detrimental effect on the pupil's physical or mental health.
    - iii. Causing a reasonable pupil to experience substantial interference with the pupil's academic performance.
    - iv. Causing a reasonable pupil to experience substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by a school.
  - b. (A) "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, 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 website, including but not limited to: a) Posting to or creating a burn page. "Burn page" means an Internet website created for the purpose of having one or more of the effects listed in paragraph (i); b) creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (i). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purposes 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 paragraph (i). "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. 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 (1)-(4), inclusive of paragraph (i). A photograph or other visual recording, as described in this subclause, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording, or other electronic act. 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 events.
  - c. (B) Notwithstanding paragraph (i) and subparagraph (A), 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.
    - i. "Reasonable pupil" means a pupil, including, but not limited to, a pupil with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of that age, or for a person of that age with the pupil's

exceptional needs.

- s. A pupil shall not be suspended or expelled for any of the acts enumerated in this section, unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for the acts that are enumerated in this section and related to school activity or attendance that occur at any time, including but not limited to, any of the following:
  - a. While on school grounds;
  - b. While going to or coming from school;
  - c. During the lunch period whether on or off the campus;
  - d. During, or while going to or coming from, a school sponsored activity.
- t. A pupil who aides or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).
- u. As used in this section, "school property" includes, but is not limited to electronic files and databases.
- v. For a pupil subject to discipline under this section, a superintendent of the school district or principal is encouraged to provide alternatives to suspension or expulsion, using a research-based framework with strategies that improve behavioral and academic outcomes, that are age appropriate and designed to address and correct the pupil's misbehavior as specified in Section 48900.5.
- w. (1) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities. (2) It is further the intent of the Legislature that the Multi-Tiered System of Supports, which includes restorative justice practices, trauma-informed practices, social and emotional learning, and schoolwide positive behavior interventions and support, may be used to help pupils gain critical social and emotional skills, receive support to help transform trauma-related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community.

### **Expulsion**

A student may be recommended for expulsion for any of the reasons enumerated in Education Code section 48915, and pursuant to the expulsion procedures identified in Education Code sections 48918 and 48918.5.

### **Suspension/Expulsion: Alternative and Other Means of Correction-EC 48900, 48900.5, 48911**

Generally, suspension shall be imposed only when other means of correction fail to bring about proper conduct. La Mesa-Spring Valley School District may document other means of correction short of suspension and expulsion and place the documentation in the pupil's record. Other means of correction may include: a conference between school personnel, the pupil's parent or guardian and the pupil; referrals to the school counselor or psychologist; study teams, guidance teams or other intervention-related teams that assess behavior and develop and implement behavior plans; referral for psycho-educational assessment; after-school programs that address specific behavioral issues; and community service on school grounds during non-school hours. A pupil may be suspended, for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a), (b), (c), (d), or (e) of Section 48900 or that the pupil's presence causes a danger to persons. A suspension shall be preceded by an informal conference between the principal, the principal's designee or the district's superintendent of schools and the pupil, and whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At this conference, the pupil shall be informed of the reason for the disciplinary action and other means of correction that were attempted before the suspension.

### **Bullying and Harassment Prevention Information-EC 234.6**

Commencing with the 2020-21 academic year, each county office of education, school district, and charter school – or LEA ("local education agency") for the purpose of this section – shall ensure that all of the following information is readily accessible in a prominent location on the local educational agency's existing website in a manner that is easily accessible to parents or guardians and pupils:

- 1. The LEA's policy on pupil suicide prevention in grades 7 to 8
  - 2. The LEA's policy on pupil suicide prevention in kindergarten and grades 1 to 6, including reference to the age appropriateness of that policy
  - 3. The definition of discrimination and harassment based on sex, and the rights derived from the Sex Equity in Education Act
  - 4. The Title IX information included on a LEA's internet website
  - 5. A link to the Title IX information included on the department's internet website
  - 6. The LEA's written policy on sexual harassment, as it pertains to pupils
  - 7. The LEA's policy, if it exists, on preventing and responding to hate violence
  - 8. The LEA's anti-discrimination, anti-harassment, anti-intimidation, and anti-bullying policies
  - 9. The LEA's anti-cyberbullying procedures
  - 10. A section on social media bullying that includes all of the following references to possible forums for social media bullying:
    - a. Internet websites with free registration and ease of registration
    - b. Internet websites offering peer-to-peer instant messaging
    - c. Internet websites offering comment forums or sections
    - d. Internet websites offering image or video posting platforms
  - 11. A link to statewide resources, including community-based organizations, compiled by the department
- Any additional information the LEA deems important for preventing bullying and harassment

### **Dress Code Gang Apparel-EC 35183**

Students are expected to come to school appropriately dressed. Students failing to dress appropriately will be asked to change. LMSV's dress code is available online at [www.lmsvschools.org](http://www.lmsvschools.org).

### **Harassment, Intimidation or Threats-EC 48900.4**

A pupil enrolled in any of grades 4 to 8, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the

principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

#### **Hate Violence-EC 48900.3**

A pupil in any of grades 4 to 8, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, or threatened to cause, or participated in an act of, hate violence, as defined in EC 233(e).

#### **Homework Assignments for Suspended Students-EC 48913.5**

Upon request of a parent, a legal guardian, or other person holding the right to make educational decisions for the pupil, a teacher shall provide to a pupil in any of grades 1 to 8 who has been suspended from school or two or more schooldays the homework that the pupil would otherwise have been assigned. If a pupil turns in a homework assignment requested in the above manner to the teacher upon the pupil's return to school from suspension, or within the timeframe originally prescribe by the teacher (whichever is later), and it is not graded before the end of the academic term, then that assignment shall not be included in the calculation for that pupil's overall grade.

#### **Parent Attendance of Suspended Students During School Day-EC 48900.1**

Pursuant to board policy, a teacher may require a parent or guardian of a pupil who has been suspended by a teacher pursuant to Section 48910 for either committing an obscene act, engaging in habitual profanity or vulgarity or disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties, to attend a portion of a school day in the classroom of his or her child or ward. More information can be found online at [www.lmsvschools.org](http://www.lmsvschools.org).

#### **Sexual Harassment Policy-EC 231.5, 48980(g), 48900.2**

La Mesa-Spring Valley School District will not tolerate sexual harassment by anyone participating in any LMSVSD program or activity. This includes student-to-student or peer sexual harassment as well as harassment between a student and any District participant. LMSVSD takes all complaints of sexual harassment seriously, investigates and addresses identified sexual harassment, and if the investigation results in the determination that sexual harassment has occurred, takes reasonable, immediate corrective action to stop the harassment, eliminate a hostile environment, and prevent future sexual harassment. Alleged pupil sexual harassment in violation of the District policy or federal or state law will be handled pursuant to LMSVSD policy and procedures which can be found online at [www.lmsvschools.org](http://www.lmsvschools.org). A pupil in grades 4 to 8, inclusive, may be suspended from school or recommended for expulsion if the superintendent or principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined below.

California Education Code section 212.5 defines sexual harassment as any unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature made by someone from or in the work or educational setting, under any of the following conditions:

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

#### **Terroristic Threats Against School Officials, School Property or Both-EC 48900.7**

A pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both. A "terroristic threat" includes any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

#### **Transfer of Pupils Convicted of Violent Felony or Misdemeanor-EC 48929, 48980(m)**

The governing board of La Mesa-Spring Valley School District has adopted a policy to allowing the governing board of LMSVSD to transfer students convicted of violent felonies or misdemeanors to other schools in the district if the pupil to be transferred and the victim of the crime for which the pupil was convicted are enrolled at the same school. A copy of the district Board Policy 5116.2 is available at [www.lmsvschools.org](http://www.lmsvschools.org)

### **Medical & Safety Information**

#### **Access to Student Mental Health Services-EC 49428**

The District shall notify pupils and parents or guardians of pupils no less than twice during the school year on how to initiate access to available pupil mental health services on campus or in the community, or both.

To notify parents or guardians, a school shall use at least two of the following methods:

- Distribute the information in a letter (electronic or hardcopy)
- Include the information in the annual parent notification

- Post the information on the school's Internet Web site or page

If a school decides to notify parents through distributing the information in a letter and posting the information on the school's Internet Web site or page, then it need not also include the information in the annual parent notification. To access mental health services in LMSV, please contact your child's principal. A referral for support will be made to school staff or as appropriate, community partners.

#### **Asbestos-40 C.F.R. 763.93**

La Mesa-Spring Valley School District has a current management plan for asbestos containing materials for all district facilities. The plan is available for inspection at the Facilities Office at the Operations Center or in the main office at any of our schools during normal business hours.

#### **Child Health and Disabilities Prevention Program-HSC 124085, 124105**

Before a child enters first grade, his or her parents must obtain a waiver or health screening for the child and complete the provided certificate or sign a waiver. The screening should take place before (within the prior 6 months) or during the kindergarten year. Parents are encouraged to obtain health screening simultaneously with required immunizations. Parents may inquire in the school office about free health screenings for low-income children provided under the Child Health and Disabilities Prevention Program.

#### **Continuing Medication Regimen-EC 49480**

The parent or legal guardian of any pupil on a continuing medication regimen for a non-episodic condition shall inform the school nurse or other contact person of the medication being taken, the current dosage, and the name of the supervising physician. With the consent of the parent or legal guardian of the pupil, the school nurse may communicate with the physician and may counsel with the school personnel regarding the possible effects of the drug on the child's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

#### **Immunization and Communicable Diseases-EC 48216, 49403**

La Mesa-Spring Valley School District shall follow all laws, rules, and regulations regarding immunizations required for students to enroll. LMSVSD shall not admit any student until the student is properly immunized as required by law. If there is good cause to believe a student has been exposed to a disease and his or her proof of immunization does not show proof of immunization against that disease, LMSVSD may temporarily exclude the child from school until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.

If the parent or guardian files with the governing authority a written statement by a licensed physician to the effect that the physical condition of the child is such, or medical circumstances relating to the child are such, that immunization is not considered safe, indicating the specific nature and probable duration of the medical condition or circumstances, including, but not limited to, family medical history, for which the physician does not recommend immunization, that child shall be exempt from the immunization requirements.

Effective January 1, 2016: The California Legislature eliminated the exemption from specified immunization requirements based upon personal beliefs. A pupil who, prior to January 1, 2016, submitted a letter or affidavit on file with the District stating beliefs opposed to immunization shall be allowed enrollment to any LMSVSD school until the pupil enrolls in the next grade span. Grade span means (1) from birth to preschool; (2) Kindergarten and grades 1 to 6, inclusive, including transitional kindergarten; and (3) grades 7 to 8 inclusive.

#### **Medical and Hospital Services for Pupils-EC 49471, 49472**

La Mesa-Spring Valley School District does not provide medical, accident or dental insurance for pupils injured on school premises or during school activities; however, the District does offer an optional pupil medical or hospital insurance to parents wishing to purchase coverage for injuries arising from school programs or activities. Information regarding the coverage offered will be sent home with each pupil at the beginning of the school year.

Some pupils may qualify to enroll in Covered California. **Covered California** is a no-cost or low-cost health insurance program. For information on health care coverage options and enrollment assistance, contact [www.coveredca.com](http://www.coveredca.com) or call 1800-300-1506.

#### **Medication-EC 49423**

Any student who must take prescribed medication at school and who desires assistance of school personnel must submit a written statement of instructions from the physician or physician assistant and a parental request for assistance in administering the medications. Any student may carry and self-administer prescription auto-injectable epinephrine only if the student submits a written statement of instructions from the physician or physician assistant and written parental consent authorizing the self-administration of medication, providing a release for the school nurse or other personnel to consult with the child's health care provider as questions arise, and releasing the district and personnel from civil liability if the child suffers any adverse reaction as a result of the self-administration of medication.

#### **Physical Examination; Parent Refusal to Consent-EC 49451**

A parent or guardian may, by written statement filed annually, refuse to consent to the physical examination, including the vision, and hearing, of his/her child; however, a child may be sent home if, for good reasons, the child is believed to be suffering from a recognized contagious or infectious disease. Schoolchildren are examined for vision, and hearing.

Education Code section 49455 requires a pupil's vision to be appraised by the school nurse or other authorized person during kindergarten or upon first enrollment or entry in a California school district of a pupil at an elementary school, and in grades 2, 5, and 8, unless a pupil's first entry or enrollment occurs in grade 4 or 7.

#### **Pupil Health-Oral Health Assessment-EC 49452.8**

By May 31 of the school year, pupils when first enrolled in public school are required to provide proof of an oral health assessment (conducted within 12 months before enrollment) by a licensed dentist or other licensed or registered dental health professional or provide written notice why an

oral health assessment by a licensed dentist or other registered dental health professional cannot be completed. Additional information regarding the importance of oral health is included within this Annual Notification and may also be found online at [lmsvschools.org](http://lmsvschools.org).

#### **Pupil Suicide Prevention Policies-EC 215**

Before the beginning of the 2020-21 school year, the governing board or body of a local educational agency that serves pupils in kindergarten and grades 1 to 6 shall adopt a policy on pupil suicide prevention for the above grade levels. The age appropriate policy shall be developed in consultation with school and community stakeholders, the county mental health plan, school-employed mental health professionals, and suicide prevention experts. The policy shall also, at minimum, address procedures relating to suicide prevention, intervention, and postvention.

#### **School Bus and Passenger Safety-EC 39831.5**

Bus safety regulations, including a list of school bus stops near each pupil's home, general rules of conduct at school bus loading zones, red light crossing instructions, school bus danger zone, and walking to and from school bus stops, can be found at [www.lmsvschools.org](http://www.lmsvschools.org).

#### **Use of Pesticides-EC 17612, 48980.3**

The name of all pesticides products expected to be applied at the school facilities during the upcoming year can be found at [www.lmsvschools.org](http://www.lmsvschools.org). Persons wishing to be notified in advance of individual pesticide applications may register with La Mesa-Spring Valley School District for that purpose. To register, contact: [Daniel.Bradley@lmsvschools.org](mailto:Daniel.Bradley@lmsvschools.org). Additional information on pesticides is made available by the Department of Pesticide Regulation at [www.cdpr.ca.gov](http://www.cdpr.ca.gov).

La Mesa-Spring Valley School District has developed an integrated pest management plan to provide a safe and low-risk approach to manage pest problems while protecting the environment, people and property. La Mesa-Spring Valley School District's integrated pest management plan can be found on [www.lmsvschools.org](http://www.lmsvschools.org) and parents or guardians may also view the integrated pest management plan at the Facilities Office at the Operations Center during normal business hours.

### **Curriculum & Testing**

#### **Availability of Prospectus-EC 49091.14**

If requested, the La Mesa-Spring Valley School District will provide a prospectus of the curriculum for any of the schools within the District, which includes titles, descriptions and instructional goals for each course offered by the school. Please contact the Learning Support Department at 619-668-5700 for a copy of the prospectus.

#### **California Assessment of Student Performance and Progress-EC 52052, 60640**

The California Assessment of Student Performance and Progress ("CAASPP") System was established on June 1, 2014. Commencing with the 2014-2015 school year, the CAASPP System includes Smarter Balanced Summative assessments in English Language Arts and Math in grades three through eight and California Alternate Assessments ("CAA") in English Language Arts and Math in grades three through eight for students with significant cognitive disabilities. The California Science Test ("CAST") for science is required for all students in grades five and eight unless the student's IEP indicates administration of the CAA. La Mesa-Spring Valley School District may administer a standards based test in Spanish for reading/language arts in grades two through five to Kempton Literacy Academy's dual immersion students. A parent or guardian may make a written request to excuse his or her child from any or all parts of the assessment.

#### **California Healthy Youth Act-EC 51934, 51938**

Students enrolled in La Mesa-Spring Valley School District programs or activities may receive instruction in personal health and public safety, which may include accident prevention, first aid, fire prevention, conservation of resources, and health education including comprehensive sexual health education and HIV prevention.

LMSVSD plans to provide comprehensive sexual health education and/or HIV prevention education during the 2020-2021 school year. The instruction shall include, among other things, information about sexual harassment, sexual abuse, and human trafficking. Information on human trafficking shall include both of the following:

- Information on the prevalence, nature, and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance; and
- Information on how social media and mobile device applications are used for human trafficking.

Students will be taught by District personnel. If LMSVSD decides to arrange for an outside consultant to provide comprehensive sexual health education and/or HIV prevention education, LMSVSD will provide notice to parents no fewer than 14 days before the instruction is delivered by mail or another form of communication. A pupil's parent or guardian has the right to request from the District, a copy of the California Healthy Youth Act, Education Code section 51930, *et. seq.* A pupil's parent or guardian also has the right to inspect and review the written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education. A pupil's parent or guardian may submit a written request to excuse the pupil from participation in any class involving comprehensive sexual education or HIV prevention education by submitting their request in writing to La Mesa-Spring Valley School District.

LMSVSD may administer for pupils in grades 5, 7-8 inclusive, anonymous, voluntary, and confidential research and evaluation tools to measure pupils' health behaviors and risks, including tests, questionnaires, and surveys containing age-appropriate questions about the pupil's attitudes concerning or practices relating to sex. A parent or guardian may excuse their child from the test, questionnaire, or survey by opting out of their student's participation in the tests, questionnaires or surveys. An opt-out form is provided within these notifications. Parents or guardians have a right review the test, questionnaire, or survey if they wish. The excused pupil shall not be subject to disciplinary action, academic penalty, or other sanction if the pupil's parent or guardian declines to permit the pupil to receive comprehensive sexual health education or HIV prevention education or to participate in anonymous, voluntary, and confidential tests, questionnaires, or surveys on pupil health behaviors and risks.

While comprehensive sexual health education, HIV prevention education, or anonymous, voluntary, and confidential test, questionnaire, or survey



on pupil health behaviors and risks is being administered, an alternative educational activity shall be made available to pupils whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey. More information can be found online at [www.lmsvschools.org](http://www.lmsvschools.org)

#### **English Immersion Program-EC 310**

In order to facilitate parental choice of program, La Mesa-Spring Valley School District will inform any parent or guardian of a pupil who is to be placed in a structured English immersion program and will notify the parent or guardian of an opportunity to apply for a parental exception waiver.

#### **Grade Reduction/Loss of Academic Credit-EC 48980(j)**

No pupil shall have his/her grade reduced or lose academic credit for any excused absence pursuant to EC 48205 for missed assignments/tests that can reasonably be provided/completed.

#### **Migrant Education-EC 54444.2**

When the La Mesa-Spring Valley School District receives migrant education funds and services it will actively solicit parental involvement in the planning operation and evaluation of its programs through the establishment of a parent advisory council. Parents have the sole authority to determine the composition of the council.

#### **PACE Program-5 C.C.R. 3831**

The La Mesa-Spring Valley School District's written plan for its PACE program includes procedures to inform parents or guardians of their pupil's participation or non-participation in the PACE program. The written plan is available at [www.lmsvschools.org](http://www.lmsvschools.org).

#### **Pupil Safety: Human Trafficking Prevention Resources-EC 49381**

The governing board of La Mesa-Spring Valley School District will work with their schools that maintain any grades 6 to 8, inclusive, to identify the most appropriate methods of informing parents and guardians of pupils in those grades of human trafficking prevention resources and to implement the identified methods in those schools effective January 1, 2020.

#### **Right to Refrain from Harmful Use of Animals-EC 32255-32255.6**

Pupils may choose to refrain from participating in educational projects involving the harmful or destructive use of animals based on moral objections, and may complete an alternative educational project acceptable to the teacher. In order to refrain from participation, a parent or guardian must submit a written note of the objections to participating in an educational project involving the harmful or destructive use of animals. An opt-out form is provided within this notice.

#### **Sex Equity in Career Counseling and Course Selection-EC 221.5(d)**

Commencing in Grade 7, school personnel shall assist pupils with course selection or career counseling, affirmatively exploring the possibility of careers, or courses leading to careers based on the interest and ability of the pupil and not on the pupil's gender. Parents or legal guardians are notified so that they may participate in such counseling sessions and decisions.

#### **Title I -20 U.S.C. 6311**

In a school designated as Title I, parents are permitted to request information regarding the professional qualifications of the student's classroom teachers, including the following:

- Whether the teacher has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
- Whether the teacher is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived.
- The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree.
- Whether the child is provided services by paraprofessionals and, if so, their qualifications.

In addition to the information that parents may request regarding their child's teacher, parents may also request:

- Information on the level of achievement of the parent's child in each of the State academic assessments, and
- Timely notice that the parent's child has been assigned, or has been taught for four (4) or more consecutive weeks by a teacher who is not highly qualified.

Parents may obtain this information by logging on to [www.ctc.ca.gov/](http://www.ctc.ca.gov/) and looking up the child's teacher's credentials by entering the first and last name. The law also requires that parents be notified when a teacher who is not *highly qualified* is hired and teaches the child *four (4) consecutive weeks or more*.

#### **Board Policy 6020: Parent Involvement**

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/guardian involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with parents/guardians and family members to jointly develop and agree upon policy and strategies to meaningfully involve parents/guardians and family members in district and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

The district's local control and accountability plan (LCAP) shall include goals and strategies for parent/guardian involvement and family

engagement, including district efforts to seek parent/guardian input in district and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities. (Education Code 42238.02, 52060)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent/guardian and family engagement efforts, including, but not limited to, input from parents/guardians, family members, and school staff on the adequacy of involvement opportunities and on barriers that may inhibit participation.

#### **Title I Schools**

The Superintendent or designee shall involve parents/guardians and family members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities and shall distribute at least 90 percent of those reserved funds to eligible schools, with priority given to high-need schools as defined in 20 USC 6631. The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities. (20 USC 6318)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

1. Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members
2. Support for programs that reach parents/guardians and family members at home, in the community, and at school
3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members
4. Collaboration, or the provision of subgrants to schools to enable collaboration, with community-based or other organizations or employers with a record of success in improving and increasing parent/guardian and family engagement
5. Any other activities and strategies that the district determines are appropriate and consistent with this policy

If the district also receives funds under federal Title IV, Part E, to coordinate and enhance family engagement programs, the Superintendent or designee shall inform parents/guardians and organizations of the existence of Title IV. (20 USC 6318)

The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's LCAP in accordance with 20 USC 6312. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

District and school-level parent/guardian and family engagement policies and administrative regulations shall be distributed to parents/guardians of students participating in Title I programs and shall be available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

#### **Non-Title I Schools**

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

#### **Disabled Pupils - Section 504 of the Rehabilitation Act of 1973**

Section 504 of the federal Rehabilitation Act of 1973, and the Americans with Disabilities Act (42 USC 12101, et seq.) prohibits discrimination on the basis of disability. Section 504 requires school districts to identify and evaluate children with disabilities in order to provide them a free, appropriate public education. Individuals with a physical or mental impairment that substantially limits one or more major life activities, including seeing, hearing, walking, breathing, working, performing manual tasks, learning, eating, sleeping, standing, lifting, bending, reading, concentrating, thinking, speaking, are eligible to receive services and aids designed to meet their needs as adequately as the needs of non-disabled students are met.

- Name and contact information of La Mesa-Spring Valley School District's designated individual for implementing Section 504: Jennifer Coronel, Program Manager, Student Supports.
- Screening and evaluation procedures used by La Mesa-Spring Valley School District when there is a reason to believe a student has a

disability under Section 504: Contact Jennifer Coronel, Program Manager, Student Supports.

- A student has the right to a written accommodation plan if the student qualifies for services under Section 504.
- A student has the right to be educated with non-disabled students to the maximum extent appropriate based on the student's needs.
- A copy of the parents or guardians legal safeguard can be obtained by contacting Jennifer Coronel, Program Manager, Student Supports.

#### **Pupils with Temporary Disabilities; Individual Instruction-EC 48206.3, 48207, 48207.3, 48207.5, 48208**

Special individual instruction (as distinct from independent study) is available for students with temporary disabilities that make attendance at school impossible or inadvisable. Parents or guardians should first contact the principal to determine services.

#### **Special Education: Child Find System-IDEA; EC 56301**

Federal and state law require that a free and appropriate public education (FAPE) in the least restrictive environment be offered to qualified pupils with disabilities ages 3 through 21 years. Any parent suspecting a child has exceptional needs due to a disability may request an assessment for eligibility for special education services. La Mesa-Spring Valley School District's child find policy and procedures are available at [www.lmsvschools.org](http://www.lmsvschools.org).

#### **Teacher Qualifications & Employee Conduct**

##### **Employee Interactions with Pupils-EC 44050**

La Mesa-Spring Valley School District Board Policies 4119.21/4219.21/4319.21 detail the professional standards to which all District employees are held.

##### **Inappropriate Conduct:**

Inappropriate employee conduct includes, but is not limited to:

1. Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon
2. Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed
3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child
4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student
5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time
6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members
7. Willfully disrupting district or school operations by loud or unreasonable noise or other action
8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, on district property, or at a school-sponsored activity
9. Being dishonest with students, parents/guardians, staff, or members of the public, including, but not limited to, falsifying information in employment records or other school records
10. Divulging confidential information about students, district employees, or district operations to persons or entities not authorized to receive the information
11. Using district equipment or other district resources for the employee's own commercial purposes or for political activities
12. Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity
  - a. Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voicemail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of district technological resources at any time without the employee's consent.
13. Causing damage to or engaging in theft of property belonging to students, staff, or the district
14. Wearing inappropriate attire

This information may also be accessed at [www.lmsvschools.org](http://www.lmsvschools.org)

##### **Teacher Qualifications**

Parents or guardian of all pupils may request specified professional qualifications of the student's classroom teacher(s) and assigned paraprofessional(s).

#### **Parent and Student Rights**

##### **Access by Military Recruiters-20 U.S.C. 7908**

The La Mesa-Spring Valley School District provides military recruiters access to secondary school students' names, addresses and telephone listings upon request by the military recruiters. A pupil or parent may request that this information not be released to military recruiters without prior written parental consent.

##### **Children of Military Families and Other Protected Pupils-EC 49701, 51225.1, 51225.2**

A pupil who is a "child of a military family" is defined as school-aged child or children, enrolled in kindergarten through eighth grade, in the household of an active duty member. "Active duty" means full-time status in the active uniformed service of the United States, including member of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. sections 1209 and 1211. A complaint of noncompliance with the requirements of this section may be filed with the local educational agency under the Uniform Complaint Procedures set forth in Chapter 5.1

(commencing with Section 4600) of Division 1 of Title V of the California Code of Regulations. A complainant not satisfied with the decision of a local educational agency may appeal the decision to the CDE and shall receive a written decision regarding the appeal within 60 days of the CDE's receipt of the appeal. If a local educational agency finds merit in a complaint, or the Superintendent finds merit in an appeal, the local educational agency shall provide a remedy to the affected pupil.

The above protections shall also apply to pupils in foster care, pupils who are homeless, former juvenile court school pupils, migratory children, and pupils participating in a newcomer program, as defined in Education Code section 51225.2(a).

#### **Directory Information-EC 49073**

"Directory Information" includes one or more of the following items: student's name, address, telephone number, email address, date of birth, dates of attendance, awards, and the most recent public or private school attended by the student. The La Mesa-Spring Valley School District has determined that the following individuals, officials, or organizations may receive directory information:

- PTA
- Health Department (regarding immunization and communicable diseases)
- Third Party Providers of Online Education Tools (used within the classroom for educational purposes only)
- Military Recruiters (grade 7 and 8 only)

No information may be released to a private profit-making entity other than employers, prospective employers and representatives of the news media, including, but not limited to, newspapers, magazines, and radio and television stations. Directory information may be disclosed without prior consent from the parent or legal guardian unless the parent or legal guardian submits a written notice to the school to deny access to his/her pupil's directory information. However, directory information related to homeless and unaccompanied youth will not be released without the express written consent for its release by the eligible pupil, his/her parent or guardian.

The District may disclose appropriately designated "directory information" as specified herein without written consent unless advised to the contrary in accordance with procedures. Parents/guardians must notify the District in writing every year if they do not want LMSV to disclose directory information from their child's education records without prior written consent.

Also, in accordance with Section 49073.2, the LEA shall not include the directory information or the personal information of a pupil or of a parent or guardian of a pupil in the minutes of a meeting of its governing body, except as required by judicial order or federal law, if a pupil who is 18 years of age or older or a parent or guardian of a pupil has provided a written request to the secretary or clerk of the governing body to exclude his or her personal information or the name of his or her minor child from the minutes of a meeting of the governing body. Personal information includes a person's address, telephone number, date of birth, and email address.

#### **Electronic Products or Services that Disseminate Advertising-EC 35182.5**

If the La Mesa-Spring Valley School District enters into a contract for electronic products or services that requires the dissemination of advertising to students, the district must provide written notice to the parents or guardians of the students that the advertising will be used in the classroom or other learning centers.

#### **Fingerprinting Program-EC 32390**

La Mesa-Spring Valley School District does not offer a voluntary fingerprinting program. Fingerprinting requires written parental consent as well as payment by the parent or guardian of any applicable fees.

#### **Foster Youth Bill of Rights-EC 48853; 48853.5; 49069.5; 51225.1; 51225.2**

"Pupil in foster care" means a child who has been removed from their home pursuant to Section 309 of the Welfare and Institutions Code ("WIC"), is the subject of a petition filed under Section 300 or 602 of the WIC, or has been removed from their home and is the subject of a petition filed under WIC section 300 or 602.

A pupil in foster care who is placed in a licensed children's institution or foster family home shall attend programs operated by the local educational agency in which that licensed children's institution or foster family home is located, unless one of the following applies:

1. The pupil is entitled to remain in their school of origin;
2. The pupil has an individualized education program requiring placement in a nonpublic, nonsectarian school, or in another local educational agency.
3. The parent or guardian, or other person holding the right to make educational decisions for the pupil pursuant to Section 361 or 726 of the WIC or Section 56055 ("educational rights holder"), determines that it is in the best interests of the pupil to be placed in another educational program and has submitted a written statement to the local educational agency that they have made that determination. This statement shall include a declaration that the parent, guardian, or educational rights holder is aware of all of the following:
  - a. The pupil has a right to attend a regular public school in the least restrictive environment.
  - b. The alternate education program is a special education program, if applicable.
  - c. The decision to unilaterally remove the pupil from the regular public school and to place the pupil in an alternate education program may not be financed by the local educational agency.
  - d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent, guardian, or educational rights holder.

The parent or guardian, or educational rights holder shall first consider placement in the regular public school before deciding to place the pupil in foster care in a juvenile court school, a community school, or another alternative educational setting. A pupil in foster care may still be subject to expulsion under applicable law and board policy. Pupils in foster care are subject to other laws governing the educational placement in a juvenile court school, of a pupil detained in a county juvenile hall, or committed to a county juvenile ranch, camp, forestry camp, or regional facility, notwithstanding the rights contained in this notice. Children in foster care living in emergency shelters (as referenced in the federal McKinney-

Vento Homeless Assistance Act (42 U.S.C. Sec. 11301, et seq.)), may receive educational services at the emergency shelter as necessary for short periods of time for either of the following reasons:

1. For health and safety emergencies.
2. To provide temporary, special, and supplementary services to meet the child's unique needs if a decision regarding whether it is in the child's best interests to attend the school of origin cannot be made promptly, it is not practical to transport the child to the school of origin, and the child would otherwise not receive educational services.

The educational services may be provided at the shelter pending a determination by the educational rights holder regarding the educational placement of the child. All educational and school placement decisions shall be made to ensure that the child is placed in the least restrictive educational programs and has access to academic resources, services, and extracurricular and enrichment activities that are available to all pupils. In all instances, educational and school placement decisions shall be based on the best interests of the child.

La Mesa-Spring Valley School District has designated Jennifer Coronel, Program Manager, Student Supports, as the educational liaison for pupils in foster care. The role of educational liaison is advisory with respect to placement decisions and determination of school of origin and does not supersede the role of the parent or guardian retaining educational rights, a responsible adult appointed by the court, a surrogate parent or a foster parent exercising their legal rights with respect to the education of the child in foster care. The educational liaison serves the following roles:

1. Ensures and facilitates proper educational placement, enrollment in school, and checkout from school for children in foster care;
2. Assists children in foster care when transferring from one school to another school or from one school district to another school district in ensuring proper transfer of credits, records and grades.
3. When designated by the Superintendent, notifies a child in foster care's attorney and child welfare agency representative(s) of pending disciplinary proceedings and pending manifestation determination proceedings if they are also eligible to receive special education and related services under the IDEA.

At the initial detention or placement by the Juvenile Court, or any subsequent change in placement of a child in foster care by the Court, the local educational agency serving the child shall allow them to continue their education in the school of origin for the duration of the jurisdiction of the court. If the jurisdiction of the court is terminated prior to the end of the academic year:

1. Former children in foster care in grades kindergarten, or 1 to 8, inclusive, shall be allowed to continue their education in the school of origin through the duration of the academic year;
2. Transportation is not required unless the former child in foster care has an IEP and the IEP team determines transportation is a necessary related service, required by the unique educational needs of the pupil in order to benefit from their special education program. Transportation may be provided at the local educational agency's discretion. The rights of these youth do not supersede any other law governing special education for eligible children in foster care.
3. To ensure that children in foster care have the benefit of matriculating with their peers in accordance with the established feeder patterns of school districts, if a child in foster care is transitioning between school grade levels, they shall be allowed to continue in the school district of origin in the same attendance area, or, if they are transitioning to a middle school or high school, and the school designated for matriculation is in another school district, to the school designated for matriculation in that school district.

In consultation with the child in foster care and educational rights holder, the educational liaison may recommend that they waive their right to attend the school of origin and enroll in a public school within their attendance area. The educational liaison's recommendation must be accompanied by a written explanation for the basis of the recommendation and how it serves the child in foster care's best interests.

1. If the educational liaison, child in foster care, and educational rights holder agree it is in the best interest of the child to waive their right to attend the school of origin and attend the recommended school, the child in foster care shall immediately be enrolled within the recommended school.
2. The recommended school shall immediately enroll the child in foster care regardless of any outstanding fees, fines, textbooks or moneys due to any previous schools of attendance or if the child in foster care is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical records, including proof of immunization, proof of residency or other documentation.
3. Within two business days of the request for enrollment, the educational liaison for the new school shall contact the school last attended by the child in foster care to obtain all academic and other records. The last school attended by the child in foster care shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the school last attended. The educational liaison for the school last attended shall provide a complete copy of their education record to the new school within two business days of receiving the request.

If any dispute arises as to the school placement of a pupil under this section, the pupil has the right to remain in their school of origin, pending resolution of the dispute.

"School of origin" means the school that the child in foster care attended when permanently housed or the school in which the child in foster care was last enrolled. If the school the child in foster care attended when permanently housed is different from the school in which they were last enrolled, or if there is some other school that they attended with which they are connected and that they attended within the immediately preceding 15 months, the educational liaison, in consultation with, and with the agreement of, the child and the educational rights holder, shall determine, in the best interests of the child, the school that shall be deemed the school of origin.

If the child in foster care is absent from school due to a decision by a court or placing agency to change their placement, the grades and credits of the child in foster care will be calculated as of the date they left school and no lowering of grades will occur as a result of the absence of the child under these circumstances. If the child in foster care is absent from school due to a verified court appearance or related court ordered activity, no lowering of their grades will occur as a result of the absence of the pupil under these circumstances.

A complaint of noncompliance with the requirements of this section may be filed with the local educational agency under the Uniform Complaint

Procedures set forth in Chapter 5.1 (commencing with Section 4600) of Division 1 of Title 5 of the California Code of Regulations. A complainant not satisfied with the decision of a local educational agency may appeal the decision to the CDE and shall receive a written decision regarding the appeal within 60 days of the CDE's receipt of the appeal. If a local educational agency finds merit in a complaint, or the Superintendent finds merit in an appeal, the local educational agency shall provide a remedy to the affected pupil.

#### **Marketing: Disclosure of Student Information-20 U.S.C. 1232g**

The La Mesa Spring Valley school District makes student directory information available in accordance with state and federal laws. This means that each student's name, birthday, address, telephone number, major course of study, participation in school activities, dates of attendance, awards, and the previous school attendance may be released to agencies such as the local PTA or Parent Club, or the military services. If you do not wish this information released, sign and return the attached form provided for this purpose to the school or county office program.

#### **Notice of Alternative Schools-EC 58501**

"California State law authorizes all school districts to provide for alternative schools. The Education Code defines alternative school as a school or separate class group within a school, which is operated in a manner designed to:

- Maximize the opportunity for students to develop the positive values of self-reliance, initiative, kindness, spontaneity, resourcefulness, courage, creativity, responsibility, and joy.
- Recognize that the best learning takes place when the student learns because of his desire to learn.
- Maintain a learning situation maximizing student self-motivation and encouraging the student in his own time to follow his own interests. These interests may result in whole or in part from a presentation by his teachers of choices of learning projects.
- Maximize the opportunity for teachers, parents and students to cooperatively develop the learning process and its subject matter. This opportunity shall be a continuous, permanent process.
- Maximize the opportunity for the students, teachers, and parents to continuously react to the changing world, including but not limited to the community in which the school is located.

In the event any parent, pupil, or teacher is interested in further information concerning alternative schools, the *County Superintendent of Schools, the administrative office of this district, and the principal's office in each attendance unit have copies of the law available for your information.* This law particularly authorizes interested persons to request the governing board of the district to establish alternative school programs in each district."

#### **Notification of Minimum Days and Pupil Free Staff Development Day-EC 48980(c)**

A schedule of minimum days and pupil-free staff development days will be made available online at [www.lmsvschools.org](http://www.lmsvschools.org) at the beginning of the school year or as early as possible, but no later than one month prior to the scheduled minimum or pupil-free day.

#### **Pupil Collection of Debt-EC 49014**

A pupil or former pupil, unless emancipated at the time the debt is incurred, shall not owe or be billed for a debt owed to an LEA.

An LEA cannot take negative action against a pupil or former pupil for a debt owed, including, but not limited to, all of the following:

- Denying full credit for any assignments for a class;
- Denying full and equal participation in classroom activity;
- Denying access to on-campus educational facilities, including, but not limited to, the library;
- Denying or withholding grades or transcripts;
- Denying or withholding a diploma;
- Limiting or barring participation in an extracurricular activity, club, or sport; and
- Limiting or excluding from participation in an educational activity, field trip, or school ceremony.

#### **Pupil Fees-EC 49010**

The La Mesa-Spring Valley School District maintains a policy concerning the provision of a free education to pupils and for filing a complaint of non-compliance pursuant to the Uniform Complaint Procedures with the principal of the school alleged to be in non-compliance. More information is available online at [www.lmsvschools.org](http://www.lmsvschools.org).

#### **Pupil Nutrition-EC 49510-49520; 49564-49564.5, 49557.5**

Free or reduced-priced meals are available for pupils in receipt of public assistance. The federal National School Lunch Program and the federal School Breakfast Program ensure that pupils whose parents or guardians have unpaid school meal fees are not shamed, treated differently, or served a meal different from the pupil's choice because of the fact that the pupil's parent or guardian has unpaid meal fees. Meal program details are provided at the pupil's school site. All parents and guardians receive a letter with the application form upon enrollment. To apply for free or reduced-price meals, households must fill out the application and return it to the school or apply online at [www.lmsvschools.org](http://www.lmsvschools.org). Some schools operated by La Mesa-Spring Valley School District may provide breakfast and lunch to all students free of charge pursuant to a universal meal program. A list of the participating schools is available at [www.lmsvschools.org](http://www.lmsvschools.org).

#### **Pupil Protections Relating to Immigration and Citizenship Status-EC 234.7**

Except as required by state or federal law or as required to administer a state or federally supported educational program, the La Mesa-Spring Valley School District shall not collect information or documents regarding citizenship or immigration status of pupils or their family members.

Should any request be made for information or access to a school-site by an officer or employee of a law enforcement agency for the purpose of enforcing immigration laws, the District's Superintendent shall report to the governing board any such requests in a timely manner that ensures the confidentiality and privacy of any potentially identifying information.

If the District becomes aware that a pupil's parent or guardian is not available to care for the pupil, District staff shall first exhaust any parental

instruction relating to the pupil's care in the emergency contact information it has for the pupil to arrange for the pupil's care. The District will not contact Child Protective Services to arrange for the pupil's care unless it is unable to arrange care through the use of emergency contact information provided by the parents or other information provided by the parent or guardian.

All children have a right to a free public appropriate education, regardless of immigration status or religious beliefs. Therefore, LMSV has fully adopted model policies published by the Attorney General's Office entitled "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"

(<https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf>). These policies include, but are not limited to, refraining from collecting national origin information during the school enrollment process, accepting all forms of evidence listed in California Education Code section 48002 for the purpose of verifying student age, and not including citizenship status, immigration status, place of birth, or any other information indicative of national origin as directory information. Please visit the State of California's Attorney General's "Know Your Rights" page for more information at <https://oag.ca.gov/immigrant/rights>.

#### **Pupil Records; Notification of Rights-20 U.S.C. 1232g; EC 49063, 49068, 49069.7, 49073**

Parents, pupils 18 and over, pupils 14 and over that are both homeless and an unaccompanied youth, and individuals who have completed and signed a Caregiver's Authorization Affidavit, have rights concerning pupil records under Education Code section 49063. These rights include:

- The right to inspect and review the student's education records within five (5) business days of the day the school receives a request for access. Parents or eligible students should submit to the school principal a written request that identifies the record(s) they wish to inspect. The principal will forward requests to the Custodian of Records. The Custodian of Records will make arrangements for access and notify the parent or eligible student.
- The right to request the amendment of the student's education records that the parent or eligible student believes is inaccurate or misleading. Parents or eligible students may ask the school to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the school 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 advise them 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.
- The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request from officials of another school district in which a student seeks or intends to enroll, La Mesa-Spring Valley School District shall disclose education records without parental consent.
- When a student moves to a new district, La Mesa-Spring Valley School District will forward the student's records upon the request of the new school district within 10 school days.

A foster family agency with jurisdiction over a currently enrolled or former pupil, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver who has direct responsibility for the care of a pupil may access the current or most recent records of grades, transcripts, attendance, discipline, online communications on school platforms, any IEPs or Section 504 plans maintained by the responsible LEA of that pupil. The above-referenced individuals may access the pupil records listed above solely for the purpose of monitoring the pupil's educational progress, updating and maintaining the pupil's education records as required by Welfare and Institutions Code section 16010, and to ensure the pupil has access to educational services, supports and activities, including enrolling the pupil in school, assisting the pupil with homework, class assignments, and college and scholarship applications, and enrolling the pupil in extracurricular activities, tutoring and other afterschool or summer enrichment programs.

"Student Records" do not include:

- Instructional, supervisory or administrative notes by La Mesa-Spring Valley School District staff that are made only for that staff member or his/her substitute
- Records of a law enforcement unit that were created for use by the law enforcement unit
- Employee records made for personnel use
- Records of a doctor, psychologist, psychiatrist or other treatment provider and/or assistant regarding a student who is 18 or older or who is attending a postsecondary educational institution. In this case, "treatment" does not include remedial instructional measures.

Parents have a right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, D.C. 20202-5920

#### **Pupils: Use of Smartphones-EC 48901.7**

A student cannot be prohibited from possessing or using a smartphone at school in the following situations:

1. During an emergency situation or as a response to a perceived threat of danger;
2. When a teacher or administrator gives permission to a student to possess or use a cell phone, subject to reasonable limitations imposed by the person giving permission;
3. When necessary for the health or well-being of a student, as determined by a licensed physician and surgeon; and
4. When possession or use of the cell phone is required pursuant to a student's individualized education program.



### **Rights and Options Available to Pregnant and Parenting Pupils-EC 46015**

A pregnant or parenting pupil is defined as any pupil who gives or expects to give birth, or any parenting pupil who identifies as the parent of an infant. Pregnant and parenting pupils are entitled to at least eight weeks of parental leave, which can be taken before birth of the pupil's infant if there is a medical necessity, or after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The pupil is neither required to take time off nor notify their school that they are doing so; this is a guaranteed minimum right that can be expanded if deemed medically necessary. Parental leave will be considered an excused absence, and the pregnant or parenting pupil is not required to complete any academic work during this period.

A pregnant or parenting pupil may return to their previous school and course of study, and is entitled to make up opportunities for any work missed during the leave. These students are allowed to enroll in a fifth year of high school in order to complete any state or local graduation requirements, except when the school finds that the pupil is reasonably able to complete these requirements in time to graduate high school by the end of their fourth year.

A pregnant or parenting pupil who does not wish to reenroll in his or her previous school is entitled to alternative education options offered by the local education agency. If so enrolled, the pupil shall be given educational programs, activities, and courses equal to those they would have been in if participating in the regular program. Furthermore, a school may not penalize a student for using any of the accommodations mentioned above.

If a student believes that his or her school is discriminating on the basis of sex in opposition to the rights and entitlements listed above, that student can file a complaint through the standard Uniform Complaint Procedures of *California Code of Regulations*, Title 5 Sections 4600, et. seq.

### **Rights of Parents or Guardians to Information-EC 51101**

Parents/guardians of pupils enrolled in public schools have the right and should have the opportunity, as mutually supportive and respectful partners in the education of their children within the public schools, to be informed by the school, and to participate in the education of their children, as follows:

- Within a reasonable period of time following making the request, to observe the classroom or classrooms in which their child is enrolled or for the purpose of selecting the school in which their child will attend pursuant to intra-district or inter-district pupil attendance policies or programs.
- Within a reasonable time of their request, to meet with their child's teacher or teachers and the principal of the school in which their child is enrolled.
- To volunteer their time and resources for the improvement of school facilities and school programs under the supervision of district employees, including, but not limited to, providing assistance in the classroom with the approval, and under the direct supervision, of the teacher. Although volunteer parents may assist with instruction, primary instructional responsibility shall remain with the teacher.
- To be notified on a timely basis if their child is absent from school without permission.
- To receive the results of their child's performance on standardized tests and statewide tests and information on the performance of the school that their child attends on standardized statewide tests.
- To request a particular school for their child, and to receive a response from the school district. This paragraph does not obligate the school district to grant the parent's request.
- To have a school environment for their child that is safe and supportive of learning.
- To examine the curriculum materials of the class or classes in which their child is enrolled.
- To be informed of their child's progress in school and of the appropriate school personnel whom they should contact if problems arise with their child.
- To have access to the school records of their child.
- To receive information concerning the academic performance standards, proficiencies, or skills their child is expected to accomplish.
- To be informed in advance about school rules, including disciplinary rules and procedures, attendance policies, dress codes, and procedures for visiting the school.
- To receive information about any psychological testing the school does involving their child and to deny permission to give the test.
- To participate as a member of a parent advisory committee, school-site council, or site-based management leadership team, in accordance with any rules and regulations governing membership in these organizations. In order to facilitate parental participation, school-site councils are encouraged to schedule a biannual open forum for the purpose of informing parents about current school issues and activities and answering parents' questions. The meetings should be scheduled on weekends, and prior notice should be provided to parents.
- To question anything in their child's record that the parent feels is inaccurate or misleading or is an invasion of privacy and to receive a response from the school.
- To be notified, as early in the school year as practicable pursuant to EC 48070.5, if their child is identified as being at risk of retention and of their right to consult with school personnel responsible for a decision to promote or retain their child and to appeal a decision to retain or promote their child. Parents and guardians of pupils, including those parents and guardians whose primary language is not English, shall have the opportunity to work together in a mutually supportive and respectful partnership with schools, and to help their children succeed in school. Each governing board of a school district shall develop jointly with parents and guardians, and shall adopt, a policy that outlines the manner in which parents or guardians of pupils, school staff, and pupils may share the responsibility for continuing the intellectual, physical, emotional, and social development and well-being of pupils at each school-site.
- The policy shall include, but is not necessarily limited to, the following:
  1. The means by which the school and parents or guardians of pupils may help pupils to achieve academic and other standards of the school.
  2. A description of the school's responsibility to provide a high-quality curriculum and instructional program in a supportive and effective learning environment that enables all pupils to meet the academic expectations of the school.
  3. The manner in which the parents and guardians of pupils may support the learning environment of their children, including, but not limited to, the following:
    - a. Monitoring attendance of their children.

- b. Ensuring that homework is completed and turned in on a timely basis.
- c. Participation of the children in extracurricular activities.
- d. Monitoring and regulating the television viewed by their children.
- e. Working with their children at home in learning activities that extend learning in the classroom.
- f. Volunteering in their children's classrooms, or for other activities at the school.
- g. Participating, as appropriate, in decisions relating to the education of their own child or the total school program.

#### **Safe Place to Learn Act-EC 234, 234.1**

The La Mesa-Spring Valley School District has adopted policies pertaining to the following:

- Prohibition of discrimination and harassment based on characteristics set forth in EC § 220 and Penal Code 422.55;
- Process for receiving and investigating complaints of discrimination and harassment;
- Maintenance of documentation of complaints and their resolution;
- Process to ensure complainants are protected from retaliation and the identity of a complainant is kept confidential if appropriate; and
- Identification of a responsible LEA officer to ensure compliance.

The District's antidiscrimination and anti-harassment policies are posted in schools and offices and available online at [www.lmsvschools.org](http://www.lmsvschools.org).

#### **Statement of Non-Discrimination**

Discrimination in education programs is prohibited by state and federal law. Education Code section 200, et seq. requires school district to afford all pupils regardless of gender, gender identity, gender expression, sex, race, color, religion, natural origin, immigration status, ethnic group identification, mental or physical disability, sexual orientation, or the perception of one or more of such characteristics, equal rights and opportunities in accessing educational programs, activities and facilities.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin. Title IX prohibits discrimination on the basis of sex. The Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 prohibit discrimination on the basis of disability. Also, pursuant to EC 212.1, "race" is inclusive of traits historically associated with race, including, but not limited to, protective hairstyles and textures.

La Mesa-Spring Valley School District will take the required steps to assure that the lack of English will not be a barrier to admission and participation in district programs. This policy applies to all students insofar as participation in programs and activities is concerned, with few exceptions such as contact sports. In accordance with federal law, complaints alleging non-compliance with this policy are investigated through the Uniform Complaint Process.

#### **Surveys-EC 51513; 20 U.S.C. 1232h**

The La Mesa-Spring Valley School District will notify parents or guardians of the need for their written permission before any test, questionnaire, survey or examination containing any questions about their child's personal beliefs or practices (or the pupil's family's beliefs or practices) in sex, family life, morality and religion, may be administered to any pupil in kindergarten, or grades 1-8, inclusive. Notification will include specific or approximate dates of when any survey containing sensitive, personal information is to be administered and provide an opportunity for parents to opt pupils out of participating in the survey. Upon request, parents or guardians will be given the opportunity to inspect any third-party survey.

#### **Tobacco-Free Campus-HSC 104420, 104495**

Health and Safety Code section 104495 prohibits smoking and use of any tobacco-related products and disposal of any tobacco-related waste within 25 feet of a school playground. The prohibition does not apply to a public sidewalk located within 25 feet of a playground.

#### **Uniform Complaint Procedures-5 C.C.R. 4622**

La Mesa-Spring Valley School District has adopted a Uniform Complaint Procedure. La Mesa-Spring Valley School District shall follow uniform complaint procedures when addressing complaints involving adult education programs, categorical aid programs, migrant child education, career technical education training programs, child care and development programs, allegations of unlawful discrimination, harassment, intimidation, or bullying, lactation accommodations, non-compliance with school safety planning requirements, pupil fees, courses of study, instructional minutes for physical education, local control accountability plans, any deficiencies related to preschool health and safety issues for a California state preschool program, and matters pertaining to the right of foster youth, homeless youth, former juvenile court school pupils, and children of military families. Information regarding the Uniform Complaint Procedure, including the individual responsible for processing a Uniform Complaint can be found online at [www.lmsvschools.org](http://www.lmsvschools.org)

#### **Unsafe School Choice-5 C.C.R. 11993(k); 20 U.S.C. 7912**

Students shall be allowed to attend a safe school. The La Mesa-Spring Valley School District shall notify parents or guardians of pupils in elementary and/or secondary schools considered to be "persistently dangerous" pursuant to California Department of Education guidelines and of available options for attendance at a safe school. "Any firearms violations" is an event which must be considered in determining whether a school site is at risk of being classified as persistently dangerous.

#### **Williams Complaint Policy and Procedures-EC 35186**

La Mesa-Spring Valley School District has adopted a uniform complaint process to help identify and resolve deficiencies related to instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of pupils or staff, and teacher vacancy or mis-assignment. Notice of the complaint process and the location at which to obtain a complaint form is posted in classrooms.

**End of document, English**

una decisión de retener o promover a su hijo. Los padres y tutores legales de los alumnos, incluso los padres y tutores legales cuyo primer idioma no es inglés, tendrán la oportunidad de trabajar juntos con la escuela en una asociación de apoyo mutuo y respetuoso, y ayudar a sus hijos a tener éxito en la escuela. Cada consejo directivo de un distrito escolar deberá desarrollar, juntamente con los padres y tutores legales, y adoptar normas que describen la manera en que los padres o tutores legales, el personal escolar, y los alumnos puedan compartir la responsabilidad de continuar el desarrollo intelectual, físico, emocional, y social y el bienestar de los alumnos en cada una de las instalaciones de la escuela.

- Las normas o política deben incluir, pero no se limitan necesariamente a, lo siguiente:
  1. Los medios por los cuales la escuela y los padres o tutores legales de los alumnos pueden ayudar a los alumnos a alcanzar los estándares académicos y otros de la escuela.
  2. Una descripción de la responsabilidad de la escuela para proporcionar un plan de estudios y programa de instrucción de alta calidad en un ambiente de aprendizaje propicio y eficaz que permita a todos los alumnos cumplir con las expectativas académicas de la escuela.
  3. La manera en que los padres y tutores legales de los alumnos pueden apoyar el ambiente de aprendizaje de sus hijos, incluyendo, pero no limitado a, los siguientes:
    - a. Monitorear la asistencia de sus hijos.
    - b. Asegurar que la tarea se haga completamente y se entregue de manera oportuna.
    - c. Permitir la participación de los niños en actividades extracurriculares.
    - d. Monitorear y controlar el uso de la televisión de sus hijos.
    - e. Trabajar con sus hijos en casa en actividades que extienden el aprendizaje en clase.
    - f. Ser voluntarios en las clases de sus hijos, o en otras actividades de la escuela.
    - g. Participar, según corresponda, en decisiones relativas a la educación de sus propios hijos o a todo el programa escolar.

#### **Decreto de un Lugar Seguro para Aprender—EC 234, 234.1**

El Distrito Escolar de La Mesa-Spring Valley ha adoptado políticas concernientes a lo siguiente:

- La prohibición de la discriminación y el acoso por razón de las características establecidas en EC § 220 y el Código Penal 422.55;
- Un proceso para recibir e investigar las denuncias de discriminación y acoso;
- El mantenimiento de la documentación de reclamaciones y su resolución;
- El proceso para garantizar que los denunciantes sean protegidos de represalias y la identidad del denunciante se mantenga confidencial si es apropiado; y
- La identificación de un oficial de la Agencia educativa local (LEA) responsable de asegurar el cumplimiento.

Las políticas del Distrito contra la discriminación y el acoso están exhibidas en las escuelas y oficinas escolares y disponibles por Internet en [www.lmsvschools.org](http://www.lmsvschools.org).

#### **Declaración de No Discriminación**

La discriminación en los programas de educación está prohibida por ley estatal y federal. El Código de Educación Artículo 200, y siguientes, requiere que el distrito escolar permita a todos los alumnos, independientemente de su género, identidad de género, expresión de género, sexo, raza, color, religión, origen, estatus migratorio, identificación de grupo étnico, discapacidad mental o física, orientación sexual, o la percepción de una o más de estas características, la igualdad de derechos y oportunidades para acceder a programas educativos, actividades e instalaciones. El Título VI del Acta de Derechos Civiles de 1964 prohíbe la discriminación por motivos de raza, color y origen nacional. Título IX prohíbe la discriminación por motivos de sexo. La Ley de Estadounidenses con Discapacidades y el Artículo 504 de la Ley de Rehabilitación de 1973 prohíben la discriminación por motivos de discapacidad. Además, de acuerdo con el Código de Educación 212.1, "raza" incluye rasgos históricamente asociados con la raza, incluidos, entre otros, peinados y texturas de cabello protegidos.

El Distrito tomará los pasos necesarios para asegurar que la falta de inglés no será una barrera para la admisión y la participación de alumnos en los programas del distrito. Esta política se aplica a todos los alumnos cuando se trata de participación en programas y actividades, con pocas excepciones tales como deportes de contacto. De acuerdo con la ley federal, quejas alegando el incumplimiento de esta póliza son investigadas a través del Proceso Uniforme de Demandas.

#### **Encuestas—EC 51513; 20 U.S.C. 1232h**

El Distrito Escolar de La Mesa-Spring Valley notificará a los padres o tutores legales de la necesidad de su autorización por escrito antes de administrar cualquier prueba, cuestionario, encuesta o examen que contenga preguntas sobre las creencias personales o prácticas de su hijo (o las creencias o prácticas de la familia del alumno) en cuanto a sexualidad, vida familiar, moralidad y religión, y esto se hará para cualquier alumno de kindergarten o de 1º a 8º grados, inclusive. La notificación incluirá las fechas específicas o aproximadas de cuándo se va a administrar cualquier encuesta que contenga información delicada y personal y les dará una oportunidad a los padres de optar por que el alumno no participe en la encuesta. Los padres/tutores, si lo solicitan, tienen la oportunidad de inspeccionar cualquier encuesta hecha por un tercero.

#### **Plantel Escolar Libre de Tabaco—HSC 104420, 104495**

El Código de Salud y Seguridad Artículo 104495 prohíbe fumar y el uso de cualquier producto de tabaco, así como la eliminación de los residuos relacionados con el tabaco a menos de 25 pies de un patio escolar de recreo. Esta prohibición no aplica a una banqueta pública ubicada a menos de 25 pies de un patio de recreo.

#### **Procedimiento Uniforme de Demandas—5 C.C.R. 4622**

El Distrito Escolar de La Mesa-Spring Valley ha adoptado un Procedimiento Uniforme de Demandas. El Distrito seguirá el Procedimiento Uniforme de Demandas cuando se trate de quejas concernientes a programas de educación para adultos, programas de ayuda categórica, educación para alumnos migrantes, programas de capacitación para educación técnica y carreras, programas de cuidado y desarrollo de niños, acusaciones de discriminación ilegal, acoso, intimidación, o bullying, recursos para madres lactantes, incumplimiento de los requisitos de planificación de seguridad



# **Uniform Complaint Procedures (UCP) 2020-21 Annual Notice**

August 2020

## **La Mesa-Spring Valley School District**

The La Mesa-Spring Valley School District annually notifies our students, employees, parents or guardians of its students, the district advisory committee, school advisory committees, appropriate private school officials, and other interested parties of the Uniform Complaint Procedures (UCP) process.

The La Mesa-Spring Valley School District 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 UCP.

### **Programs and Activities Subject to the UCP**

- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After School Education and Safety
- Agricultural Career Technical Education
- Career Technical Education
- Child Care and Development
- Compensatory Education
- Consolidated Application
- Course Periods without Educational Content
- Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils now enrolled in a school district and Children of Military Families
- Every Student Succeeds Act
- 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
- School Safety Plans
- Schoolsite Councils
- State Preschool
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing

### **Pupil Fees**

A pupil fee includes, but is not limited to, all of the following:

A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.

## Uniform Complaint Procedures (UCP) Annual Notice • 2020-2021

A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.

A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees complaint may be filed with the principal of a school or our superintendent or his or her designee. A pupil fees and/or an LCAP complaint may be filed anonymously, however, the complainant must provide evidence or information leading to evidence to support the complaint.

A pupil enrolled in a school in our district shall not be required to pay a pupil fee for participation in an educational activity.

A pupil fee complaint shall be filed no later than one year from the date the alleged violation occurred.

### Additional Information

We shall post a standardized notice of the educational rights of pupils in foster care, pupils who are homeless, former juvenile court pupils now enrolled in a school district, and pupils in military families as specified in *Education Code* Sections 48645.7, 48853, 48853.5, 49069.5, 51225.1, and 51225.2. This notice shall include complaint process information, as applicable.

We shall post a notice to identify appropriate subjects of state preschool health and safety issues in each California state preschool program classroom in each school notifying parents, guardians, pupils, and teachers of (1) the health and safety requirements under Title 5 of the *California Code of Regulations* that apply to California state preschool programs pursuant to *HSC* section 1596.7925 and (2) where to get a form for a state preschool health and safety issues complaint.

### Contact Information

The staff member, position, or unit responsible to receive UCP complaints in our agency is:

Jennifer Coronel, Program Manager  
Student Supports  
4750 Date Avenue, La Mesa CA 91942  
619-668-5700, ext. 6306  
[jennifer.coronel@lmsvschools.org](mailto:jennifer.coronel@lmsvschools.org)

Complaints will be investigated and a written report with a Decision will be sent to the complainant within sixty (60) days from the receipt of the complaint. This time period may be extended by written agreement of the complainant. The person responsible for investigating the complaint shall conduct and complete the investigation in accordance with our UCP policies and procedures.

The complainant has a right to appeal our Decision of complaints regarding specific programs and activities subject to the UCP, pupil fees and the LCAP to CDE by filing a written appeal within 15 days of receiving our Decision. The appeal must be accompanied by a copy of the originally-filed complaint and a copy of our Decision.

We advise any complainant of civil law remedies, including, but not limited to, 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 our Uniform Complaint Procedures process shall be available free of charge.