

# Audeo Charter School

DBA – AUDEO CHARTER SCHOOL II • AUDEO CHARTER SCHOOL III • AUDEO VALLEY CHARTER SCHOOL

GROSSMONT SECONDARY SCHOOL • SWEETWATER SECONDARY SCHOOL

(A California Non-Profit Public Benefit Corporation)

Gregg Haggart – Chairman

Laura Barreiro - Member, Wayland Myers – Member

## BOARD OF DIRECTORS MEETING

Friday, March 18, 2022, 9:00 a.m.

Via Video Conference and at

North Carlsbad RC 3821 Plaza Drive Suite 401, Oceanside, 92056, South Carlsbad RC 6965 El Camino Real, Suite 202, Carlsbad, CA 92009, and Escondido RC 200 E. Via Rancho Parkway, Suite 143, Escondido, 92025, and Apple Valley RC 27130 Eucalyptus Avenue, Suite A, Moreno Valley, CA 92555, and El Cajon RC 111 Fletcher Parkway, El Cajon, 92020, La Mesa RC 5975 Severin Drive, La Mesa, 91942, Paradise Valley RC 123 Worthington Street, Suite 104, Spring Valley, 91977 and Bonita Office 3252 Bonita Road, Chula Vista, CA 91910, Chula Vista RC 1655 Broadway Street, Suite 13, Chula Vista, CA 91911, Otay Ranch RC 1392 E. Palomar Steet, Suite 202, Chula Vista, 91913, Plaza Bonita RC 3030 Plaza Bonita Road, Suite 1000, National City, 91950

Access to the live video conference will be accessible prior to the start of the meeting at

Audeo II: <https://audeo2.com/board-and-governance/>

Audeo III: <https://audeo3.com/board-and-governance/>

Audeo Valley: <https://audeovalley.com/board-and-governance/>

GSS: <https://grossmontsecondarycharter.com/board-and-governance/>

SSS: <https://sweetwatersecondarycharter.com/board-and-governance/>

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This agenda contains a brief, general description of each item to be considered.

Except as otherwise provided by law, no action shall be taken on any item not appearing in the following agenda.

### 1.0 OPEN SESSION

1.1 Call to Order

1.2 Roll Call

1.3 Consideration and Approval of Adoption of the Board Findings Pursuant to Government Code Section 54953(e)(1)

*The Audeo Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020 and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.*

1.4 Establishment of Quorum

1.5 Pledge of Allegiance

1.6 Approval of Agenda [P.1-4](#)

### 2.0 PUBLIC COMMENT

If you would like to participate in public comment, please complete a speaker card and submit it to Staff. Public comment for items of interest to the public and within the scope of the Audeo Charter School, Inc., Board (non-agenda) shall be no longer than two (2) minutes.

Speakers may not yield their time. In accordance with the Brown Act, no discussion or action may occur regarding items that are not on the agenda at this time but it is the Board's prerogative to briefly respond or give direction to staff. All public comment will be heard at this point in the agenda as ordered below. Public comment for agenda items shall be no longer than three (3) minutes. Speakers may not yield their time. Each agenda item being commented on will have a maximum of 20 minutes allotted and each non-agenda item will have a maximum of 10 minutes allotted. If necessary, the Board Chair may equivalently decrease the time for each speaker in order to stay within the allotted maximum.

- 2.1 Non-agenda Public Comment
- 2.2 Agenda Items Public Comment

### **3.0 CLOSED SESSION**

- 3.1 Board Chairman Announcement Regarding Closed Session Items
- 3.2 Public Comment on Closed Session Items

#### **MOVE TO CLOSED SESSION**

- 3.2.1 Conference with Legal Counsel--Anticipated Litigation Significant Exposure to Litigation Pursuant to Paragraph (2) Or (3) Of Subdivision (d) Of Section 54956.9: (one case)

#### **RETURN TO OPEN SESSION**

- 3.3 Report out of action taken in closed session, if any.

### **4.0 ADMINISTRATIVE ITEMS**

- 4.1 Governance Parental Representatives Postings 2022 – 2023 on Respective School Webpages and RC's on January 14, 2022. Deadline to Submit Application: April 14, 2022 [P. 5-9](#)
- 4.2 Presidents Report
  - 4.2.1 Malcolm Baldrige Program Recognition of The Charter School of San Diego
  - 4.2.2 Altus Instructional and Operations Model
  - 4.2.3 Audeo Valley Accrediting Commission for Schools Western Association of Schools and Colleges (WASC) Update [P. 10-11](#)
- 4.3 Strategic Plan Update
  - 4.3.1 Audeo Charter School II
    - 4.3.1.1 School Participation Report for the period of 2021-2022 Months 7-8: 12/13/2021 – 02/04/2022 [P. 12-13](#)
  - 4.3.2 Audeo Charter School III
    - 4.3.2.1 School Participation Report for the period of 2021-2022 Months 7-8: 12/13/2021 – 02/04/2022 [P. 14-15](#)
  - 4.3.3 Audeo Valley Charter School
    - 4.3.3.1 School Participation Report for the period of 2021-2022 Months 7-8: 12/13/2021 – 02/04/2022 [P. 16-17](#)

- 4.3.4 Grossmont Secondary School
  - 4.3.4.1 School Participation Report for the period of 2021-2022  
Months 7-8: 12/13/2021 – 02/04/2022 [P. 18-19](#)
- 4.3.5 Sweetwater Secondary School
  - 4.3.5.1 School Participation Report for the period of 2021-2022  
Months 7-8: 12/13/2021 – 02/04/2022 [P. 20-21](#)

## 5.0 CONSENT AGENDA

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The President recommends approval of all consent agenda items.

### 5.1 Consent Action Items for The Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School for Each School

- 5.1.1 Consider Approval of Meeting Minutes for February 16, 2022 [P. 22-28](#)
- 5.1.2 Consider Approval of Student and Staff Interaction Policy 1400 Amendments [P. 29-34](#)
- 5.1.3 Consider Approval of Board Qualifications Policy 2400 Amendments [P. 35-36](#)
- 5.1.4 Consider Approval of Suicide Prevention Policy 3191 Amendment [P. 37-41](#)
- 5.1.5 Consider Approval of Workplace Violence Policy 6015 [P. 42-43](#)
- 5.1.6 Consider Approval of Student and Parent Handbook 2021-2022 Amendment
  - 5.1.6.1 Audeo Charter School II [P. 44-182](#)
  - 5.1.6.2 Audeo Charter School III [P. 183-321](#)
  - 5.1.6.3 Audeo Valley Charter School [P. 322-474](#)
  - 5.1.6.4 Grossmont Secondary School [P. 475-613](#)
  - 5.1.6.5 Sweetwater Secondary School [P. 614-752](#)

## 6.0 ACTION ITEMS

### 6.1 Action Items for Audeo Charter School II

- 6.1.1 Consider Approval of the Second Interim Report 2021-2022 [P. 753-762](#)
- 6.1.2 Consider Approval of A-G Completion Improvement Grant Plan [P. 763-767](#)

### 6.2 Action Items for Audeo Charter School III

- 6.2.1 Consider Approval of the Second Interim Report 2021-2022 [P. 768-770](#)
- 6.2.2 Consider Approval of A-G Completion Improvement Grant Plan [P. 771-775](#)

### 6.3 Action Items for Audeo Valley Charter School

- 6.3.1 Consider Approval of the Second Interim Report 2021-2022 [P. 776-781](#)
- 6.3.2 Consider Approval of the Dashboard Alternative School Status (DASS) Application 2022, 2023, 2024 Dashboards [P. 782-793](#)

#### 6.4 Action Items for Grossmont Secondary School

- 6.4.1 Consider Approval of the Second Interim Report 2021-2022 [P. 794-796](#)
- 6.4.2 Consider Approval of A-G Completion Improvement Grant Plan [P. 797-801](#)

#### 6.5 Action Items for Sweetwater Secondary School

- 6.5.1 Consider Approval of the First Interim Report 2021-2022 [P. 802-804](#)
- 6.5.2 Consider Approval of A-G Completion Improvement Grant Plan [P. 805-809](#)

### 7.0 BOARD COMMENTS AND ANNOUNCEMENTS

From time to time, the Board has topics of interest that they would like to share with the community. These are informational in nature and do not require action.

### 8.0 ADJOURNMENT

#### Next Regular Board Meeting: June 22, 2022

Meeting Agenda available at:

[www.audeo2.com](http://www.audeo2.com), [audeo3.com](http://audeo3.com), [audeovalley.com](http://audeovalley.com), [grossmontsecondarycharter.com](http://grossmontsecondarycharter.com), [sweetwatersecondarycharter.com](http://sweetwatersecondarycharter.com)

**Accommodation** –Audeo Charter School Non-Profit Board does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Hayley Beaupre, has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings. Please notify Hayley Beaupre at (858) 678-3908 twenty-four (24) hours or more prior to disability accommodations being needed in order to participate in the meeting. Translation services are available by notifying Hayley Beaupre at (858) 678-3908 twenty-four (24) hours or more prior to the board meeting. In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority or all of the board in advance of a meeting may be viewed at 3252 Bonita Road, Chula Vista, CA 91910; or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Hayley Beaupre at (858) 678-3908.

#### *Certification of Posting*

*I, Angela Neri, hereby certify that I posted this agenda on the Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School webpage on March 11, 2022.*



## AUDEO CHARTER SCHOOL Corporation

### Now accepting applications for Governance Parental Representatives

The qualification of the members of the Board shall correspond to its purposes. The members shall be persons who:

- Submits a resume and letter of intent outlining the applicant's reasons for wanting to join the Board of Directors.
- Demonstrates a strong commitment to quality education.
- Displays sound judgment.
- Shows ability to work effectively with Administration and Board of Directors.
- Excellent communication skills.
- Has displayed positive support of charter concept, including the need for change and accountability.
- Demonstrates the highest standard of professional behavior. Has strong problem-solving techniques.
- Demonstrates a respect for issues relating to confidentiality.
- Possess the skills to publicly represent the Charter School with the highest integrity.
- Demonstrates a willingness and commitment to working on Charter Board business.
- Demonstrates the ability to take on a Program wide perspective to planning.
- Capable of representing the diversity of the community.
- Are open and willing to commit a high level of time and energy to governance activities for the School.
- Commit to attending all Board meetings.
- Has means of transportation to any of the resource centers where Board meetings may be held.
- **Has a student currently enrolled in a charter school operated by the Corporation.**
- **A recommendation from the Parent Representative Applicant student's teacher of record.**

For inquiries, please contact your student's teacher.

To submit your application, please email the board at [board@audio2.com](mailto:board@audio2.com)

***Deadline to submit application is April 14, 2022***

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To submit your application, please email the board at  
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*Deadline to submit application is April 14, 2022*



COMMISSION MEMBERS

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Adventists

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Association of California School  
Administrators

LIVINGSTON (JACK) WONG

Public Member, Hawaii

February 10, 2022

Sharnita Moore, School Coordinator

Audeo Valley Charter School

27130 Eucalyptus Ave, Suite A

Moreno Valley, California 92555

Dear Sharnita Moore:

The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) announces the action taken at the Winter 2022 Commission Meeting. The ACS WASC Commissioners have determined Audeo Valley Charter School (6-12) meets the ACS WASC criteria for initial accreditation. It is the decision of the Commission to grant Initial Accreditation Status through June 30, 2025. This decision is based on all of the information provided by the school, including the school's report, and the satisfactory completion of the accreditation visit.

Prior to the end of this initial accreditation period, schools must complete a self-study assessment and submit a self-study report, including the progress made in meeting the recommendations of the initial visit visiting committee. Self-study training will be provided and Centers/Programs will be expected to have key staff participate in these training sessions. An ACS WASC visiting committee will conduct a site visit to review the self-study findings and supporting evidence, conduct classroom observations, and dialogue with all stakeholders. The committee will evaluate the programs and operations and the impact on student learning.

Accreditation status is conditioned upon Audeo Valley Charter School's continued adherence with the ACS WASC policies, procedures, and criteria for accreditation. One accreditation requirement is the obligation of schools to notify ACS WASC of any changes which might be substantive in nature with an explanation of the change and the anticipated effect on the educational program (see linked enclosures).

Another accreditation requirement is that schools and districts annually contribute members to participate on visiting committees. This is particularly helpful to newly accredited schools in order to gain a better understanding of the accreditation process. New members can sign up to serve on a visiting committee on the ACS WASC website at [www.acswasc.org](http://www.acswasc.org). Failure to maintain compliance with said policies, procedures, and standards is grounds for modification and/or withdrawal of accreditation.

The approval of initial accreditation entitles you to use the following phrase on transcripts or in school advertising: **Fully Accredited by (or) Accredited by the Accrediting Commission for Schools, Western Association of Schools and Colleges**, until such time as your accreditation has either lapsed or been denied. If all grade levels operated by the school were included in the initial visit review, the above statement is sufficient. In other cases, the statement must specify the programs or grade levels accredited, i.e., "Fully Accredited for Grades (9–12 for example) by the Accrediting Commission for Schools, Western Association of Schools and Colleges."

Transcripts of students who are graduating or transferring from grades covered by the accreditation may be stamped or embossed with the ACS WASC accredited seal which can be obtained from the ACS WASC office, or the "Accredited by ..." phrase can be typed on the transcript.

If you choose to disclose your status in any communications with the public, you must specify the program or grade levels which are covered by the initial status. You must also include the name, address and website of the Accrediting Commission for Schools, Western Association of Schools and Colleges in the same communication. The information to include is:

Accrediting Commission for Schools  
Western Association of Schools and Colleges  
533 Airport Blvd., Suite 200, Burlingame, CA 94010  
[www.acswasc.org](http://www.acswasc.org)

The WASC Communication Toolkit is accessible on the home page of the School Portal at <https://acswasc.force.com/schoolportal/s/login/>. The toolkit provides resources for schools to share their accreditation status with their community and also provides access to the WASC "Accredited" logos and merchandise order forms.

The Commission looks forward to Audeo Valley Charter School's anticipated success and continuing improvement in keeping with ACS WASC's pursuit of excellence in elementary, secondary, and adult education.

Sincerely,



R. David Gaudi Jr., Ed.D.  
Commission Chairperson

cc: Visiting Committee Chairperson  
Superintendent

Linked

Enclosure(s): [Visiting Committee Report](#)  
[ACS WASC Substantive Change Policy and Procedures](#)  
[ACS WASC Merchandise Order Form](#)



# Participation Report: All Students

## Month 7: 12/13/2021 - 01/07/2022

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
<b>Schoolwide Totals:</b>	<b>320</b>	<b>193</b>	<b>52.0%</b>	<b>61.8%</b>	<b>86.4%</b>	<b>90.9%</b>
<b>Totals December 2020/January 2021</b>	<b>320</b>	<b>272</b>	<b>72.2%</b>	<b>70.5%</b>	<b>85.9%</b>	<b>88.3%</b>
<b>Difference</b>	<b>0</b>	<b>-79</b>	<b>-20.2%</b>	<b>-8.7%</b>	<b>0.5%</b>	<b>2.6%</b>

\*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	NC	NC1		40	30	62.5%	62.2%	83.3%	91.8%
SD	NC	NC2		40	11	25.0%	40.5%	90.9%	92.0%
SD	NC	NC3		40	17	39.5%	48.2%	92.9%	92.8%
SD	NC	NC4		40	30	63.8%	67.0%	85.0%	86.5%
SD	NC	NC5		40	38	80.0%	75.3%	84.2%	85.8%
SD	SC	SC1		40	23	50.0%	57.4%	88.9%	95.6%
SD	SC	SC2		40	24	52.5%	64.0%	87.5%	92.7%
SD	SC	SC3		40	20	42.5%	36.9%	85.0%	86.3%





# Participation Report: All Students

## Month 8: 01/10/2022 - 02/04/2022

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	320	206	54.9%	60.8%	89.6%	90.7%
Totals January/February 2021	320	286	78.3%	71.4%	90.5%	88.6%
Difference	0	-80	-23.4%	-10.6%	-0.9%	2.1%

\*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	NC	NC1		40	33	77.1%	64.1%	96.9%	92.5%
SD	NC	NC2		40	11	24.4%	38.0%	93.6%	92.1%
SD	NC	NC3		40	19	40.1%	47.1%	94.1%	92.9%
SD	NC	NC4		40	31	62.8%	66.4%	84.3%	86.3%
SD	NC	NC5		40	40	81.5%	76.2%	84.1%	85.6%
SD	SC	SC1		40	23	47.9%	56.1%	93.0%	95.3%
SD	SC	SC2		40	27	60.0%	63.5%	91.5%	92.5%
SD	SC	SC3		40	22	45.1%	38.4%	84.9%	86.0%

**Participation Report: All Students**  
**Month 7: 12/13/2021 - 01/07/2022**

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
<b>Schoolwide Totals:</b>	<b>160</b>	<b>115</b>	<b>63.8%</b>	<b>69.6%</b>	<b>88.7%</b>	<b>89.1%</b>
<b>Totals December 2020/January 2021</b>	<b>160</b>	<b>115</b>	<b>63.7%</b>	<b>61.1%</b>	<b>89.1%</b>	<b>85.8%</b>
<b>Difference</b>	<b>0</b>	<b>0</b>	<b>0.1%</b>	<b>8.5%</b>	<b>-0.4%</b>	<b>3.3%</b>

\*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
<b>SD</b>	ES	ES1		40	36	77.0%	71.8%	85.6%	87.3%
<b>SD</b>	ES	ES2		40	27	60.8%	62.5%	90.0%	90.2%
<b>SD</b>	ES	ES3		40	25	60.0%	58.5%	96.0%	91.4%
<b>SD</b>	ES	ES4		40	27	57.3%	52.7%	84.8%	89.1%



# Participation Report: All Students Month 8: 01/10/2022 - 02/04/2022

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
<b>Schoolwide Totals:</b>	<b>160</b>	<b>118</b>	<b>64.3%</b>	<b>68.8%</b>	<b>91.5%</b>	<b>89.5%</b>
<b>Totals January/February 2021</b>	<b>160</b>	<b>126</b>	<b>65.2%</b>	<b>61.7%</b>	<b>87.8%</b>	<b>86.1%</b>
<b>Difference</b>	<b>0</b>	<b>-8</b>	<b>-0.9%</b>	<b>8.5%</b>	<b>3.7%</b>	<b>3.3%</b>

*\*Total Served does not include NPS/SWD Follow-Up students*

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	ES	ES1		40	34	74.6%	72.2%	89.9%	87.7%
SD	ES	ES2		40	26	53.5%	61.3%	89.5%	90.1%
SD	ES	ES3		40	29	65.8%	59.6%	92.9%	91.7%
SD	ES	ES4		40	29	63.5%	54.6%	93.5%	90.0%



**Participation Report: All Students**  
**Month 7: 12/13/2021 - 01/07/2022**

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
<b>Schoolwide Totals:</b>	260	251	87.9%	106.9%	91.7%	93.4%
<b>Totals December 2020/January 2021</b>	N/A	N/A	N/A	N/A	N/A	N/A
<b>Variance:</b>	N/A	N/A	N/A	N/A	N/A	N/A

*\*Total Served does not include NPS/SWD Follow-Up students*

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
RV	MR	MR1		40	40	96.8%	94.2%	96.8%	95.8%
RV	MR	MR2		40	40	84.0%	83.9%	84.0%	85.0%
RV	MR	MR3		40	39	95.5%	91.0%	97.9%	96.2%
RV	MR	MR4		40	40	95.0%	91.8%	95.0%	96.0%
RV	MR	MR5		40	39	86.3%	88.5%	89.8%	93.1%
RV	MR	MR6		40	40	84.3%	92.5%	84.3%	90.8%
RV	MR	MR7		20	13	59.5%	68.6%	100.0%	99.5%



**Participation Report: All Students**  
**Month 8: 01/10/2022 - 02/04/2022**

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
<b>Schoolwide Totals:</b>	260	253	88.6%	104.1%	93.9%	93.5%
<b>Totals January/February 2021</b>	N/A	N/A	N/A	N/A	N/A	N/A
<b>Variance:</b>	N/A	N/A	N/A	N/A	N/A	N/A

*\*Total Served does not include NPS/SWD Follow-Up students*

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
RV	MR	MR1		40	39	96.3%	94.5%	100.0%	96.3%
RV	MR	MR2		40	39	82.9%	83.7%	90.0%	85.9%
RV	MR	MR3		40	39	91.4%	91.1%	98.1%	96.5%
RV	MR	MR4		40	40	94.4%	92.2%	94.4%	95.8%
RV	MR	MR5		40	38	87.9%	88.4%	92.5%	93.0%
RV	MR	MR6		40	40	86.9%	90.9%	88.3%	90.1%
RV	MR	MR7		20	18	71.7%	68.7%	93.8%	98.4%



## Participation Report: All Students

### Month 7: 12/13/2021 - 01/07/2022

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	360	327	77.3%	72.4%	87.1%	89.5%
Totals December 2020/January 2021	400	345	73.8%	73.5%	86.3%	86.7%
Difference	-40	-18	3.6%	-1.2%	0.8%	2.9%

\*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	EC	EC1		40	41	86.5%	80.8%	86.9%	90.1%
SD	EC	EC2		40	42	78.0%	75.1%	77.0%	87.0%
SD	EC	EC3		40	39	78.8%	76.0%	81.6%	85.1%
SD	EC	EC4		40	39	83.3%	78.5%	86.0%	89.5%
SD	LM	LM1		40	35	77.5%	67.7%	90.6%	92.1%
SD	LM	LM2		40	36	78.3%	69.5%	89.4%	90.3%
SD	PV	PV1		40	31	68.3%	72.9%	89.2%	89.7%
SD	PV	PV2		40	32	68.0%	65.2%	89.5%	92.5%
SD	PV	PV4		40	32	77.5%	68.1%	96.9%	92.6%



# Participation Report: All Students Month 8: 01/10/2022 - 02/04/2022

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
Schoolwide Totals:	360	326	79.4%	73.2%	89.4%	89.5%
Totals January/February 2021	400	360	76.8%	73.9%	88.1%	86.9%
Difference	-40	-34	2.6%	-0.7%	1.3%	2.7%

\*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	EC	EC1		40	40	84.6%	81.3%	84.6%	89.3%
SD	EC	EC2		40	40	83.5%	76.3%	85.0%	86.7%
SD	EC	EC3		40	40	80.4%	76.6%	85.1%	85.1%
SD	EC	EC4		40	38	84.6%	79.3%	89.7%	89.5%
SD	LM	LM1		40	38	83.9%	69.8%	92.4%	92.1%
SD	LM	LM2		40	37	81.9%	71.2%	89.4%	90.1%
SD	PV	PV1		40	30	69.0%	72.4%	92.2%	90.0%
SD	PV	PV2		40	32	70.1%	65.8%	90.8%	92.3%
SD	PV	PV4		40	31	76.3%	69.2%	98.4%	93.4%



## Participation Report: All Students

### Month 7: 12/13/2021 - 01/07/2022

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
<b>Schoolwide Totals:</b>	<b>400</b>	<b>361</b>	<b>80.2%</b>	<b>79.5%</b>	<b>89.7%</b>	<b>90.6%</b>
<b>Totals December 2020/January 2021</b>	<b>380</b>	<b>368</b>	<b>84.6%</b>	<b>87.4%</b>	<b>88.2%</b>	<b>86.8%</b>
<b>Difference</b>	<b>20</b>	<b>-7</b>	<b>-4.4%</b>	<b>-8.0%</b>	<b>1.5%</b>	<b>3.8%</b>

\*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	CV	CV1		40	32	72.5%	65.8%	90.6%	90.9%
SD	CV	CV2		40	26	54.3%	65.7%	85.4%	94.5%
SD	CV	CV3		40	35	75.8%	76.1%	87.1%	87.3%
SD	OR	OR1		40	40	92.3%	84.4%	92.3%	88.9%
SD	OR	OR2		40	39	84.3%	78.0%	86.4%	87.2%
SD	PLB	PLB1		40	41	98.5%	84.6%	97.5%	96.0%
SD	PLB	PLB2		40	38	82.5%	80.2%	86.8%	91.6%
SD	PLB	PLB3		40	40	94.0%	86.5%	94.0%	95.0%
SD	PLB	PLB4		40	38	82.0%	77.9%	86.8%	86.3%
SD	PLB	PLB5		40	32	65.8%	63.2%	86.8%	88.5%





## Participation Report: All Students

### Month 8: 01/10/2022 - 02/04/2022

POC: Participation on Capacity

POE: Participation on Enrollment

	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
<b>Schoolwide Totals:</b>	<b>400</b>	<b>373</b>	<b>81.3%</b>	<b>79.7%</b>	<b>90.7%</b>	<b>90.6%</b>
<b>Totals January/February 2021</b>	<b>380</b>	<b>363</b>	<b>82.6%</b>	<b>86.8%</b>	<b>87.8%</b>	<b>87.0%</b>
<b>Difference</b>	<b>20</b>	<b>10</b>	<b>-1.3%</b>	<b>-7.0%</b>	<b>2.9%</b>	<b>3.7%</b>

\*Total Served does not include NPS/SWD Follow-Up students

All Students									
Reg	RC	IRC	Teacher	Capacity	Total Served*	POC	Cumulative POC	POE	Cumulative POE
SD	CV	CV1		40	35	78.3%	67.5%	92.8%	91.2%
SD	CV	CV2		40	29	61.8%	65.2%	88.3%	93.7%
SD	CV	CV3		40	36	80.3%	76.6%	95.4%	88.3%
SD	OR	OR1		40	39	89.7%	85.1%	95.7%	89.8%
SD	OR	OR2		40	41	84.2%	78.8%	84.3%	86.7%
SD	PLB	PLB1		40	41	90.0%	85.3%	90.8%	95.3%
SD	PLB	PLB2		40	40	82.1%	80.5%	86.4%	90.9%
SD	PLB	PLB3		40	39	90.4%	87.3%	94.6%	94.9%
SD	PLB	PLB4		40	40	87.2%	79.1%	88.7%	86.6%
SD	PLB	PLB5		40	33	69.4%	64.0%	90.7%	88.8%

# AUDEO CHARTER SCHOOL

## A California Non-Profit Public Benefit Corporation

DBA – AUDEO CHARTER SCHOOL II ▪ AUDEO CHARTER SCHOOL III ▪ AUDEO VALLEY CHARTER SCHOOL  
GROSSMONT SECONDARY SCHOOL ▪ SWEETWATER SECONDARY SCHOOL

*Gregg Haggart – Chairman*

*Laura Barreiro - Member, Wayland Myers – Member*

## BOARD OF DIRECTORS MEETING MINUTES

**Wednesday, February 16, 2022, 1:00 p.m.**

**Via Video Conference and at**

*North Carlsbad RC 3821 Plaza Drive Suite 401, Oceanside, 92056, South Carlsbad RC 6965 El Camino Real, Suite 202, Carlsbad, CA 92009, and Escondido RC 200 E. Via Rancho Parkway, Suite 143, Escondido, 92025, and Audeo Valley RC 27130 Eucalyptus Avenue, Suite A, Moreno Valley, CA 92555, and El Cajon RC 111 Fletcher Parkway, El Cajon, 92020, La Mesa RC 5975 Severin Drive, La Mesa, 91942, Paradise Valley RC 123 Worthington Street, Suite 104, Spring Valley, 91977 and Bonita Office 3252 Bonita Road, Chula Vista, CA 91910, Chula Vista RC 1655 Broadway Street, Suite 13, Chula Vista, CA 91911, Otay Ranch RC 1392 E. Palomar Steet, Suite 202, Chula Vista, 91913, Plaza Bonita RC 3030 Plaza Bonita Road, Suite 1000, National City, 91950*

Access to the live video conference was available prior to the start of the meeting at

Audeo II: <https://audeo2.com/board-and-governance/>

Audeo III: <https://audeo3.com/board-and-governance/>

Audeo Valley: <https://audeovalley.com/board-and-governance/>

GSS: <https://grossmontsecondarycharter.com/board-and-governance/>

SSS: <https://sweetwatersecondarycharter.com/board-and-governance/>

## 1.0 OPEN SESSION

### 1.1 Call to Order

Haggart called the meeting to order at 1:01 p.m.

### 1.2 Roll Call

Members present at the meeting were Laura Barreiro, Gregg Haggart and Wayland Myers.

Also in attendance: Lynne Alipio, William Berry, Mary Bixby, Angela Neri, and Tim Tuter.

### 1.3 Approval of Adoption of the Board Findings Pursuant to Government Code Section 54953(e)(1)

*The Audeo Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020 and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.*

It was moved by Myers and seconded by Barreiro to Approve the Adoption of the Board Findings Pursuant to Government Code Section 54953(e)(1).

Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

### 1.4 Establishment of Quorum

The following directors, constituting a quorum of the Board were present at the meeting:  
Laura Barreiro, Gregg Haggart and Wayland Myers.

### **1.5 Pledge of Allegiance**

Haggart led all in the Pledge of Allegiance.

### **1.6 Approval of Agenda**

It was moved by Barreiro and seconded by Myers to Approve the Agenda.

Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

## **2.0 PUBLIC COMMENT**

### **2.1 Non-agenda Public Comment**

There were no comments from the public.

### **2.2 Agenda Items Public Comment**

There were no comments from the public.

## **3.0 PUBLIC HEARING – Time Certain 1:05 p.m., or soon thereafter**

*The Governing Board of Directors encourages participation by parents, teachers, and members of the community interested in the affairs of Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School, and Sweetwater Secondary School.*

The Public Hearing opened at 1:09 p.m.

### **3.1 Public Hearing for the A-G Completion Improvement Grant Presented by Tim Tuter**

3.1.1 Audeo Charter School II

3.1.2 Audeo Charter School III

3.1.3 Grossmont Secondary School

3.1.4 Sweetwater Secondary School

Tim Tuter presented the A-G Completion Improvement Grant Plan. There were no comments from the public.

The Public Hearing closed at 1:13 p.m.

## **4.0 CLOSED SESSION**

The Closed Session opened at 1:14 p.m.

### **4.1 Board Chairman Announcement Regarding Closed Session Items**

### **4.2 Public Comment on Closed Session Items**

There were no comments from the public.

## **MOVE TO CLOSED SESSION**

- 4.2.1** Conference with Legal Counsel--Anticipated Litigation Significant Exposure to Litigation Pursuant to Paragraph (2) Or (3) Of Subdivision (d) Of Section 54956.9: (one case)

## **RETURN TO OPEN SESSION**

The Board returned to Open Session at 2:02 p.m.

4.3 Report out of action taken in closed session, if any.

No actions were taken at Closed Session.

## **5.0 ADMINISTRATIVE ITEMS**

**5.1** Approval of Revised 2021-2022 Meeting Calendar to include additional Regular Meeting on Wednesday, March 16, 2022, 1:00 pm

It was moved by Barreiro and seconded by Myers to Approve the Revised 2021-2022 Meeting Calendar to include additional Regular Meeting on Friday, March 18, 2022, 9:00 a.m.

Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

**5.2** California Fair Political Practices Commission Statements of Economic Interests – Form 700 Annual Filing

Every elected official and public employee who makes or influences governmental decisions is required to submit a Statement of Economic Interest, also known as the Form 700. The Form 700 provides transparency and ensures accountability in two ways:

1. It provides necessary information to the public about an official's personal financial interests to ensure that officials are making decisions in the best interest of the public and not enhancing their personal finances.
2. It serves as a reminder to the public official of potential conflicts of interest so the official can abstain from making or participating in governmental decisions that are deemed conflicts of interest.

The Board Members are reminded that the Form 700 must be filed by April 1, 2022.

**5.3** Approval of the Appointment of the Secretary of the Corporation, Lynne H. Alipio, Effective February 16, 2022.

It was moved by Myers and seconded by Barreiro to Approve the Appointment of the Secretary of the Corporation, Lynne H. Alipio, Effective February 16, 2022.

Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

**5.4** Governance Parental Representatives Postings 2022 – 2023 on Respective School Webpages and RC's on January 14, 2022. Deadline to Submit Application: April 14, 2022

**5.4.1** Audeo Charter School II

**5.4.2** Audeo Charter School III

**5.4.3** Audeo Valley Charter School

**5.4.4** Grossmont Secondary School

**5.4.5** Sweetwater Secondary School

Haggart informed the Board that we posted the Board Parent Representative position for the required 90 days. When there is a vacancy for parent board representative, the vacancy will be posted. Beginning every January, the Audeo Board shall publicize a notice of vacancy for a period of 90 days for applications to be considered for the current vacancy for the subsequent fiscal year.

**5.5** Acceptance of the Audit Report Financial Statements and Supplemental Information for Year Ended June 30, 2021

It was moved by Barreiro and seconded by Myers to Accept the Audit Report Financial Statements and Supplemental Information for Year Ended June 30, 2021.

Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

**5.6 Ratification of New Lease for APN # 215-050-75-00**

It was moved by Myers and seconded by Barreiro to Approve the New Lease for APN # 215-050-75-00.

Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

**5.7 Approval of Terms of Lease Renewal for APN # 760-170-28-00**

It was moved by Myers and seconded by Barreiro to Approve the Terms of Lease Renewal for APN # 760-170-28-00.

Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

**5.8 Approval of Terms of Lease Renewal for APN # 488400026-4**

It was moved by Barreiro and seconded by Myers to Approve the Terms of Lease Renewal for APN #488400026-4.

Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

**5.9 Approval of Terms of Lease Renewal for APN # 482-270-56-00**

It was moved by Barreiro and seconded by Myers to Approve the Terms of Lease Renewal for APN # 482-270-56-00.

Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

**5.10 Approval of Terms of Lease Renewal for APN # 486-750-03-00**

It was moved by Barreiro and seconded by Myers to Approve the Terms of Lease Renewal for APN # 486-750-03-00.

Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

**5.11 Approval of Terms of Lease Renewal for APN # 642-560-21-02**

It was moved by Barreiro and seconded by Myers to Approve the Terms of Lease Renewal for APN # 642-560-21-02.

Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

**5.12 Approval of Terms of Lease Renewal for APN # 564-471-07-00**

It was moved by Barreiro and seconded by Myers to Approve the Terms of Lease Renewal for APN # 564-471-07-00.

Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

**5.13 Ratification of New Lease for APN # 622-111-50-00**

It was moved by Barreiro and seconded by Myers to Approve the Ratification of New Lease for APN # 622-111-50-00.

Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

**5.14 Presidents Report****5.14.1 Midyear Retreat Update**

Bixby noted that the Strategic Initiatives for the basis for developing goals, short- and long-term actions, and key performance measures. The Leadership Team met mid-year, early February, to review the progress for moving our Strategic Initiatives forward.

**5.14.2 New Assignments**

Bixby reported that a Human Resource Manager has been hired and will begin March 1, 2022.

Moving forward we are also considering a new assignment in Compliance. That will help with keeping abreast of the rapidly changing scene in every area. This position will also provide training to our staff specifically oriented to compliance.

**5.14.3 Partners and Collaborators**

Bixby informed the Board that we have Partners with Memos of Understandings, and we also have Collaborators; organizations that we collaborate with that perform services for our students and their families. We are developing a master list of all Partners and Collaborators that contribute and support our organization. This will be shared with the Board annually beginning in June.

**5.15 Strategic Plan Update****5.15.1 Audeo Charter School II****5.15.1.1 School Participation Report for the period of 2021-2022**

- Months 3-6: 8/23//2021 – 12/10/2021
- 5.15.2 Audeo Charter School III
    - 5.15.2.1 School Participation Report for the period of 2021-2022  
Months 3- 6: 8/23//2021 – 12/10/2021
  - 5.15.3 Audeo Valley Charter School
    - 5.15.3.1 School Participation Report for the period of 2021-2022  
Months 3-6: 8/23//2021 – 12/10/2021
  - 5.15.4 Grossmont Secondary School
    - 5.15.4.1 School Participation Report for the period of 2021-2022  
Months 3-6: 8/23//2021 – 12/10/2021
  - 5.15.5 Sweetwater Secondary School
    - 5.15.5.1 School Participation Report for the period of 2021-2022  
Months 3-6: 8/23//2021 – 12/10/2021

Tuter reviewed the School Participation Reports for each School.

## 6.0 CONSENT AGENDA

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The President recommends approval of all consent agenda items.

### 6.1 Consent Action Items for The Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School for Each School

- 6.1.1 Approval of Meeting Minutes for December 9, 2021  
It was moved by Myers and seconded by Haggart to pull item 6.1.1 from the Consent Agenda and Approve the Meeting Minutes for December 9, 2021.  
Ayes – 2, Nays – 0, Absent – 0, Abstain – 1, Motion Approved.  
*Barreiro-Abstain*
- 6.1.2 Approval of 2020-2021 School Accountability Report Card
  - 6.1.2.1 Audeo Charter School II
  - 6.1.2.2 Audeo Charter School III
  - 6.1.2.3 Grossmont Secondary School
  - 6.1.2.4 Sweetwater Secondary School
- 6.1.3 Approval of the Comprehensive School Safety Plan 2021-2022
  - 6.1.3.1 Audeo Charter School II
  - 6.1.3.2 Audeo Charter School III
  - 6.1.3.3 Audeo Valley Charter School
  - 6.1.3.4 Grossmont Secondary School
  - 6.1.3.5 Sweetwater Secondary School
- 6.1.4 Approval of Educational Records and Student Information Policy 1212 Amendment
- 6.1.5 Approval of Student Fees Policy 1550 Amendments
- 6.1.6 Approval of Wellness Policy 1710 Amendments
- 6.1.7 Approval of Education for Homeless Children and Youth Policy 1750
- 6.1.8 Approval of Education for Foster and Mobile Youth Policy 1752
- 6.1.9 Approval of Educational Equity and Immigration Status Policy 1754
- 6.1.10 Approval of Suspension/Expulsion Policy 3110 Amendment
- 6.1.11 Approval of Technology Policy 3130 Amendments
- 6.1.12 Approval of Freedom of Speech and Expression Policy 3175 Amendments
- 6.1.13 Approval of Cell Phone, Smartphones, Pagers and Other Electronic Signaling Devices Policy 3320

- 6.1.14 Approval of Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation and Education 3325
- 6.1.15 Approval of Administration of Medications Policy 5160 Amendment
- 6.1.16 Approval of Transportation Safety Plan

It was moved by Barreiro and seconded by Myers to Approve the Consent Agenda Items 6.1.2 – 6.1.16  
Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.

## 7.0 ACTION ITEMS

### 7.1 Action Items for Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School, and Sweetwater Secondary School, for Each School

- 7.1.1 Local Control and Accountability Plan (LCAP) Update Presentation by Tim Tuter
  - 7.1.1.1 2021-2022 LCAP Supplement to the Annual Update
    - 7.1.1.1.1 Audeo II
    - 7.1.1.1.2 Audeo III
    - 7.1.1.1.3 Audeo Valley Charter School
    - 7.1.1.1.4 Grossmont Secondary School
    - 7.1.1.1.5 Sweetwater Secondary School
  - 7.1.1.2 2021–2022 LCAP Outcome Data
  - 7.1.1.3 2021-2022 Mid-Year Expenditure and Implementation Data

Tuter presented the Local Control Accountability Update for each School. Included in the presentation was the Supplement to the Annual Update, Outcome Data and the Mid-Year Expenditure and Implementation Data.

### 7.2 Action Items for Audeo Charter School II

- 7.2.1 Approval of the First Interim Report 2021-2022  
It was moved by Myers and seconded by Barreiro to Approve the First Interim Report 2021-2022.  
Ayes – 3, Nays- 0, Absent – 0, Abstain – 0, Motioned Approved.
- 7.2.2 Review the February Revised Operational Budget Assumptions FY 2021-2022 and Approval of February Revised Operational Budget FY 2021-2022  
The Board Reviewed the February Revised Operational Budget Assumptions FY 2021-2022. It was moved by Barreiro and seconded by Myers to Approve the February Revised Operational Budget FY 2021-2022.  
Ayes – 3, Nays- 0, Absent – 0, Abstain – 0, Motioned Approved.

### 7.3 Action Items for Audeo Charter School III

- 7.3.1 Approval of the First Interim Report 2021-2022  
It was moved by Barreiro and seconded by Myers to Approve the First Interim Report 2021-2022.  
Ayes – 3, Nays- 0, Absent – 0, Abstain – 0, Motioned Approved.
- 7.3.2 Review the February Revised Operational Budget Assumptions FY 2021-2022 and Approval of February Revised Operational Budget FY 2021-2022  
The Board Reviewed the February Revised Operational Budget Assumptions FY 2021-2022. It was moved by Barreiro and seconded by Myers to Approve the February Revised Operational Budget FY 2021-2022.  
Ayes – 3, Nays- 0, Absent – 0, Abstain – 0, Motioned Approved.

### 7.4 Action Items for Audeo Valley Charter School

- 7.4.1 Approval of the First Interim Report 2021-2022  
It was moved by Barreiro and seconded by Myers to Approve the First Interim Report 2021-2022.  
Ayes – 3, Nays- 0, Absent – 0, Abstain – 0, Motioned Approved.

**7.4.2** Review the February Revised Operational Budget Assumptions FY 2021-2022 and Approval of February Revised Operational Budget FY 2021-2022  
The Board Reviewed the February Revised Operational Budget Assumptions FY 2021-2022. It was moved by Barreiro and seconded by Myers to Approve the February Revised Operational Budget FY 2021-2022.  
Ayes – 3, Nays- 0, Absent – 0, Abstain – 0, Motioned Approved.

**7.5 Action Items for Grossmont Secondary School**

**7.5.1** Approval of the First Interim Report 2021-2022  
It was moved by Barreiro and seconded by Myers to Approve the First Interim Report 2021-2022.  
Ayes – 3, Nays- 0, Absent – 0, Abstain – 0, Motioned Approved.

**7.5.2** Review the February Revised Operational Budget Assumptions FY 2021-2022 and Approval of February Revised Operational Budget FY 2021-2022  
The Board Reviewed the February Revised Operational Budget Assumptions FY 2021-2022. It was moved by Barreiro and seconded by Myers to Approve the February Revised Operational Budget FY 2021-2022.  
Ayes – 3, Nays- 0, Absent – 0, Abstain – 0, Motioned Approved.

**7.6 Action Items for Sweetwater Secondary School**

**7.6.1** Approval of the First Interim Report 2021-2022  
It was moved by Barreiro and seconded by Myers to Approve the First Interim Report 2021-2022.  
Ayes – 3, Nays- 0, Absent – 0, Abstain – 0, Motioned Approved.

**7.6.2** Review the February Revised Operational Budget Assumptions FY 2021-2022 and Approval of February Revised Operational Budget FY 2021-2022  
The Board Reviewed the February Revised Operational Budget Assumptions FY 2021-2022. It was moved by Barreiro and seconded by Myers to Approve the February Revised Operational Budget FY 2021-2022.  
Ayes – 3, Nays- 0, Absent – 0, Abstain – 0, Motioned Approved.

**8.0 BOARD COMMENTS AND ANNOUNCEMENTS**

Haggart thanked the staff for their hard work.

**9.0 ADJOURNMENT**

It was moved by Myers and seconded by Barreiro to adjourn the meeting at 3:36 p.m.  
Ayes – 3, Nays – 0, Absent – 0, Abstain – 0, Motion Approved.



# Audeo Charter School Corporation

## **STAFF/STUDENT INTERACTION POLICY**

**Board Policy #: 1400 Staff/Student Interaction Policy**

**Approved: May 5, 2009**

**Amended: March 18, 2022**

The Board of Directors of Audeo Charter School Corporation, Inc. hereby adopts this Staff/Student Interaction Policy to apply to -Audeo II, Audeo III, Audeo Valley Charter School, Sweetwater Secondary School, and Grossmont Secondary School, hereafter collectively referred to as “Charter School.”

The Charter School recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

### **I. PURPOSE AND SCOPE**

~~While incidences of sexual misconduct committed by teachers and school staff are very low throughout the country, every incident results in consequences which must be immediately addressed by the particular school community. Accordingly, it~~ It is the purpose of this policy to provide additional specificity to the standards of conduct embodied in ~~Altus Schools’ (ALTUS)~~ the Charter School code of ethics-related rules and regulations so that staff members clearly understand the prohibitions and behavior boundaries which must govern their conduct towards students. (For purposes of this ~~policy~~ Policy, staff includes all school employees—certificated or classified; coaches or advisors; full-time or part-time, and independent contractors and volunteers).

The rules of conduct set forth in this ~~policy~~ Policy are not intended to serve as an exhaustive delineation of requirements, limitations, or prohibitions on staff conduct and activities established by this school. Rather, the components of this ~~policy~~ Policy serve to

- (1) Alert staff about some of the more sensitive and often problematic matters involved in faculty/staff student relationships.
- (2) Specify boundaries related to potentially sexual situations and conduct—the crossing of which is contrary to accepted norms of behavior and in conflict with the duties and responsibilities of staff.
- (3) Provide staff members with clear guidance in conducting themselves in a manner that reflects high standards of professionalism. (It is important for ~~ALTUS~~ the Charter School to maintain a school-wide culture in which students and staff understand their responsibilities to report sexual

misconduct without fearing that school leaders will betray them if they do. In order to prevent sexual abuse and exploitation, students and staff must know that the administration will investigate reports about possible misconduct.)

- (4) Clarify that improper action will have significant consequences.
- (5) Provide an environment that empowers students to identify actions that appear to have crossed boundaries.
- (6) Define the process that Charter School ALTUS will use for addressing potential improper conduct.
- (7) Preserve student and staff privacy rights during any pending investigation.

## II. BACKGROUND AND GENERAL POLICY PROVISIONS

Actions by staff members that are inconsistent or in conflict with the values established by ALTUS Charter School can harm students, staff members, and the school's operation; therefore, such actions are unacceptable. It is the policy of this school that all employees school staff conduct themselves at all times in a manner that reflects the ethical standards consistent with the rules contained in this Ppolicy and otherwise proclaimed by this school.

The provisions herein are intended to guide all ALTUS Charter School staff members toward conduct that reflects the high standards of behavior and professionalism required of school employees-staff while defining interaction boundaries between students and staff members.

~~An educator accused of sexual misconduct, whether or not the accusation is true, becomes at risk for loss of job as well as for criminal and/or civil legal actions. Occurrences of sexual m~~ Misconduct by a staff member disrupt the education of other students, sidetrack the instructional focus of the school, and harm the school's legitimacy—all of which threaten the school's future ability to recruit skilled professionals and maintain a credible operation in the eyes of the community. ~~It is also~~ critical that staff members study this Ppolicy thoroughly and behave in ways to avoid even the appearance of misconduct.

While all boundaries and/or situations cannot be addressed in a single policy, the issues delineated herein are among those that can be most problematic for staff members and among those that can have the greatest potential for a negative impact on this school and its community. Staff members should seek guidance in their daily conduct from established policies, procedures, and directives as well as through the guidance and recommendations of school leadership. Although this Ppolicy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders.

## III. BOUNDARIES

## A. Boundaries Defined

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

## B. Acceptable and Unacceptable Behavior

Some activities may seem innocent from a staff member’s perspective, but some of these can be perceived as flirtation or sexual insinuation from a student or parent point of view. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students but to prevent relationships that could lead to, or may be perceived as, ~~sexual misconduct~~inappropriate.

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this ~~policy~~Policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all ~~employees-staff~~ study this ~~policy~~Policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of implementing “personalized, education programs to facilitate student achievement,” student/staff interaction has boundaries regarding the activities, locations, and intentions.

### Unacceptable Staff/Student Behaviors (Violations of this Policy)

This list, and any subsequent lists, are not meant to be all-inclusive, but, rather illustrative of the types of behavior addressed by this ~~P~~policy.

1. Giving gifts to an individual student that are of a personal and intimate nature.
2. Kissing of ANY kind.
3. Any type of unnecessary physical contact with a student in a private situation.
4. Intentionally being alone with a student away from the school.
5. Making, or participating in, sexually inappropriate comments.
6. Sexual jokes, or jokes/comments with sexual double-entendre.
7. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
8. Listening to or telling stories that are sexually oriented.
9. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
10. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

### Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

1. Giving students a ride to/from school or school activities without parent permission (only in “emergency” situations).

2. Being alone in a room with a student.
3. Allowing students in your home.

### **Cautionary Staff/Student Behaviors**

1. Remarks about the physical attributes or physiological development of anyone.
2. Excessive attention toward a particular student.
3. Sending e-mails, text messages, ~~MySpace~~-social media responses, or letters to students if the content is not about school activities.

### **Acceptable and Recommended Staff/Student Behaviors**

1. Getting parents' written consent for any after-school activity on or off campus (exclusive of tutorials).
2. Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions.
3. E-mails, text-messages, phone conversations, and other communications to and with students must be professional and pertain to school activities or classes. (Communication should be initiated via school-based technology and equipment.)
4. Keeping reasonable space between you and your students.
5. Stopping and correcting students if they cross your own personal boundaries.
6. Keeping parents informed when a significant issue develops about a student.
7. Keeping all discussions with students professional.
8. Asking for advice from senior staff or administrators if you find yourself in a difficult situation related to boundaries.
9. Involving your supervisor if conflict arises with a student.
10. Informing your supervisor and/or Support Team (coordinators and directors) about situations that have the potential to become more severe.
11. Making detailed notes about an incident that could evolve into a more serious situation later.
12. Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers.
13. Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator).
14. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student.
15. Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high-five's, and handshakes are appropriate.
16. Keeping your professional conduct a high priority during all moments of student contact.

17. Asking yourself if any of your actions which go contrary to these provisions are worth sacrificing your job and career.

#### IV. CORPORAL PUNISHMENT

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

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

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

##### A. Examples of PERMITTED actions (NOT corporal punishment)

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

##### B. Examples of PROHIBITED actions (corporal punishment)

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

#### **IV. Duty to Reporting**

When any staff member, parent, or student becomes aware of a staff member having crossed the boundaries specified in this ~~policy~~Policy, ~~he or she must report~~they should report the ~~suspicion~~suspicion-occurrence or suspected occurrence to a supervisor and/or Support Team member promptly. All reports shall be confidential. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole.

Employees-Staff must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse. Please note that employees of the Charter School are mandated reporters under California state law, and are thus legally bound to report suspected abuse or neglect of a student.

## **VI. Investigating**

A supervisor and/or Support Team member will promptly investigate and document the investigation of any allegation of ~~sexual misconduct~~inappropriate conduct per this Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s), including any potential witnesses, to the extent practical and appropriate under the law. The investigating supervisor shall promptly notify the Supervising Administrator that an investigation is in progress; the Supervising Administrator, in turn, shall notify the Executive Director ~~President~~ of the existence and status of any investigations. Upon completion of any such investigations, the Supervising Administrator shall direct the investigating administrator to report to the ~~President~~Executive Director any conclusions reached. The investigating administrator may consult with ALTUS-Charter School legal counsel, as appropriate, prior to, during, and after conducting any investigation.

## **VII. Consequences**

Staff members who have violated this ~~policy~~Policy will be subject to appropriate disciplinary action, and, where appropriate, will be reported to authorities for potential legal action.

## **VIII. Training**


This document shall be discussed with and acknowledged by all ALTUS-Charter School employees as part of their initial employment and again, on an annual basis, as part of on-going training for all ALTUS-Charter School employees. A copy of this acknowledgement will be placed into each ALTUS-Charter School employee's personnel folder. In addition, appropriate portions of this ~~policy~~Policy and related information will be incorporated into on-going ALTUS-Charter School communications thrust to underscore the continuing importance that ALTUS-Charter School places on student/staff interaction.



## 2400 Qualifications

Approved June 11, 2002, Amended: June 22, 2017, March 18, 2022

The qualification of the members of the Board shall correspond to its high purposes. The members shall be persons who:

- Submits a resume and letter of intent outlining the applicant's reasons for wanting to join the Board of Directors.
- Demonstrates a strong commitment to quality education.
- Displays sound judgment.
- Shows ability to work effectively with Administration and Board of Directors.
- Excellent communication skills.
- Has displayed positive support of charter concept, including the need for change and accountability.
- Demonstrates the highest standard of professional behavior. Has strong problem-solving techniques.
- Demonstrates a respect for issues relating to confidentiality.
- Possess the skills to publicly represent the Charter School with the highest integrity.
- Demonstrates a willingness and commitment to working on Charter Board business.
- Demonstrates the ability to take on a Program wide perspective to planning.
- Capable of representing the diversity of the community.
- 
- Commit to attending all Board meetings.

(For Parent Representative) Has a student currently enrolled in a charter school operated by the Corporation. A recommendation from the Parent Representative Applicant student's teacher of record is preferred.

### Procedures for Appointment of Parent Representative:

- **Initial Parent Representative:** The Officers of the Corporation shall publicize a notice of the position at all locations of the Corporation's school operations for a period of ninety (90) days, beginning July 1, 2017, which notice shall include, at a minimum, a listing of qualifications for the position, the location or email address applications are to be sent to, and the date certain after which no more applications will be considered for the current vacancy. The Board shall consider appointing a qualified candidate at the first Board meeting following the 90th day from the

**Deleted:** Are open and willing to commit a high level of time and energy to governance activities for the School

**Deleted:** <#>Has means of transportation to any of the resource centers where Board meetings may be held.¶

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initial posting of notice. Should no qualified candidate apply for the position, then the position shall remain vacant until a qualified candidate applies and is confirmed under the process for “Subsequent Parent Representative” below.

- **Subsequent Parent Representative:** Beginning on January 1, 2018, and thereafter, where a vacancy exists (or is anticipated to exist at the end of the fiscal year due to the matriculation or disenrollment of a current Parent Representative’s student) the Officers of the Corporation shall publicize a notice of the vacancy at all locations of the Corporation’s school operations for a period of ninety (90) days, which notice shall include, at a minimum, a listing of qualifications for the position, the location or email address applications are to be sent to, and the date certain after which no more applications will be considered for the current vacancy. The Officers shall review all submitted applications to determine the applicants’ qualifications under this policy, which review shall be completed no later than May 30th. The Officers shall then present all qualified applications to the Board during a Board meeting occurring no later than June 30th, where the Board shall vote on the appointment of a qualified candidate, who, if appointed, would take office as of July 1. Should the Board not fill the position, then the position shall remain vacant until a qualified candidate is appointed in accordance with this policy.

**Deleted:** no qualified candidate apply for the position





## SUICIDE PREVENTION POLICY

**Policy 3191** Approved: June 22, 2017  
 Amended: October 21, 2020; March 18, 2022

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 3191 Suicide Prevention Policy¶

The Governing Board of Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School, and Sweetwater Secondary School ("Charter School") recognizes that suicide is a major cause of death among youth and should be taken seriously. In order to attempt to reduce suicidal behavior and its impact on students and families, the Governing Board has developed prevention strategies and intervention procedures.

The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, the county mental health plan and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and post-vention.

To ensure the policies regarding suicide are properly adopted, implemented, and updated, The Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact. The suicide prevention point of contact for Charter School and the Executive Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.

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Charter School shall ensure that measures and strategies for students in grades K-6 are age-appropriate and delivered and discussed in a manner that is sensitive to the needs of young students.

### **Prevention and Instruction**

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the Charter School and is characterized by caring staff and harmonious interrelationships among students.

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

The Executive Director or designee may offer parents/guardians education or information which describes the severity of the youth suicide problem, the Charter School's suicide prevention efforts, risk factors and warning signs of suicide, basic steps for helping suicidal youth, reducing the stigma of mental illness, and/or school and community resources that can help youth in crisis. California Department of Education youth suicide prevention information can be found at: <http://www.cde.ca.gov/ls/cg/mh/suicideprevres.asp>

[This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School Webpage.](#)

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. If offered or included in the Charter School's instructional curriculum, suicide prevention instruction shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide.
2. Identify alternatives to suicide and develop coping and resiliency skills.
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent.
4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking mental health, substance abuse, gender identity, or other support services.

### **Staff Development**

Suicide prevention training for staff may be designed to help staff identify and find help for students at risk of suicide. Materials approved by the Charter School for training shall include how to identify appropriate mental health services, at school facilities and within the larger community, and when and how to refer youth and their families to those services. The training may be offered under the discretion of the Executive Director and/or Governing Board and/or in cooperation with one or more community mental health agencies and may include information on:

1. Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance abuse problems, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors.

2. Warning signs that may indicate suicidal intentions, including changes in students' appearance, personality, or behavior.
3. Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health.
4. School and community resources and services for students and families in crisis and ways to access them.
5. Charter School procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide.

### Intervention and Emergency Procedures

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly notify the Executive Director or designee. The Executive Director or designee shall then notify the student's parent/guardian as soon as possible and may also refer the student to mental health resources at the Charter School or in the community.

When a suicide attempt or threat is reported, the Executive Director or designee shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
  - a. Securing immediate medical treatment if a suicide attempt has occurred;
  - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
  - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
2. Designate specific individuals to be promptly contacted, for example the school counselor, psychologist, nurse, Executive Director, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies.
3. Document the incident in writing as soon as feasible.
4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed, and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the school.

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

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

Students shall be encouraged through the education program and in school activities to notify a teacher, Executive Director, another school administrator, psychologist, school counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

#### **Employee Qualifications and Scope of Services**

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

#### **Responding After a Suicide Death (Postvention)**

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

##### 1. The Executive Director shall:

1. a) Confirm death and cause.
2. b) Identify a staff member to contact deceased's family (within 24 hours).
3. c) Enact the Suicide Postvention Response.
4. d) Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).

##### 1. 2. Coordinate an all-staff meeting, to include:

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

### **Student Identification Cards**

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

# Audeo Charter School Corporation

## WORKPLACE VIOLENCE

### Board Policy # 6015

Approved: March 18, 2022

The Board of Directors of Audeo Charter School, Inc. hereby adopts this Workplace Violence Policy to apply to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School, all hereafter collectively referred to as “Charter School.” The Charter School expressly prohibits any acts or threats of violence by any current or former employees, students, parents, or visitors against any other school employees, students, parents, or visitors at any time, on or off school premises.

To ensure that the Charter School maintains a zero tolerance policy for workplace violence, it is the commitment of the Charter School:

1. To provide a safe and healthful work environment, in accordance with Charter School health and safety policies.
2. To take prompt corrective action, up to and including immediate termination of any employee who engages in threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
3. To take appropriate action when dealing with employees, students, parents, or visitors to Charter School facilities who engage in such behavior. Such action may include notifying law enforcement, prosecuting violators of this policy to the maximum extent of the law, or taking other appropriate legal measures to protect an employee and other stakeholders from harm in the workplace.
4. To prohibit employees, former employees, students, parents, and visitors from bringing unauthorized firearms or other weapons onto Charter School premises or otherwise disrupting any sites or school facility.
5. To establish viable security measures to ensure that Charter School facilities are safe and secure to the maximum extent possible and to properly manage access to School facilities by the public, off-duty employees, and former employees.

Prohibited conduct specifically includes, but is not limited to:

1. Causing or attempting to cause physical injury to another person.
2. Making threatening remarks.
3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to emotional distress or causes disruption.

4. Possession of a weapon on the premises or the threat of using a weapon on any School premises.
5. Any other action, which violates School policies or threatens the safety and well-being of Charter School employees, students, parents, or other stakeholders.

Employees have a duty to warn their supervisors, Administration, or Human Resources of any suspicious workplace activity or incidents that they observe or have awareness of that involve other employees, former employees, parents, students, or visitors and that may be problematic. This includes threats or acts of violence, aggressive behavior, offensive acts, discussion of bringing weapons into the workplace, and threatening or offensive comments. The Charter School does not condone any form of retaliation against any employee for making a report under this policy.

## Holidays and School Breaks

<b>Independence Day (observed)</b>	<u>July 5, 2021</u>
<b>Labor Day</b>	<u>September 6, 2021</u>
<b>Veterans Day</b>	<u>November 11, 2021</u>
<b>Thanksgiving Holiday</b>	<u>November 22-26, 2021</u>
<b>Winter Break</b>	<u>December 18, 2021 – January 2, 2022</u>
<b>Martin Luther King, Jr. Day</b>	<u>January 17, 2022</u>
<b>Presidents' Day Holiday</b>	<u>February 18 – 21, 2022</u>
<b>Spring Break</b>	<u>March 28 – April 1, 2022</u>
<b>Memorial Day</b>	<u>May 30, 2022</u>

## Welcome to Audeo Charter School II *Transforming Lives*

You are enrolled in one of the best charter schools in California. Audeo Charter School II ("Audeo II," the "School," or the "Charter School") has been repeatedly recognized for its quality instructional program and strong operational performance.

Here at Audeo II, we focus on academic improvement, high caliber teaching, and safe and supportive learning environments. By developing our students into role models, we can achieve educational reform!

This booklet offers an overview of the expectations we have of our students and parents and key information for the success of students at Audeo II. Our students' progress and academic achievement is important to us. We ask that students and parents commit to working closely with your teachers. They will guide you toward the achievement of the goals you have identified as your own.

Audeo II is proud to offer safe and supportive environments that are conducive to learning. Teachers are trained to focus on specific student needs, and parent involvement is welcomed. Our school's standards and expectations are high. We provide the best available materials and a school culture that is positive, supportive, and committed to putting kids first. Our "university model" is an excellent preparation for future study.

We look forward to working with our new students. Please do not hesitate to keep in touch with us and let us know how we are doing.

## Official School Correspondence

All correspondence for the school and its staff should be mailed to:  
10170 Huennekens Street

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¶ Labor Day September 7, 2020¶

¶ Veterans Day November 11, 2020¶

¶ Thanksgiving Holiday November 26-27, 2020¶

¶ Winter Break December 21, 2020 – January 1, 2021¶

¶ Martin Luther King, Jr. Day January 18, 2021¶

¶ Presidents' Day Holiday February 12 – 15, 2021¶

¶ Spring Break March 29 – April 2, 2021¶

¶ Memorial Day May 31, 2021¶



San Diego, CA 92121

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### **Steps to Success (Student Learner Outcomes--SLOs)**

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## About Our School

Audeo Charter School [II](#) is a public school designed for students who seek an alternative option to the traditional approach to education. Students receive a personalized and rigorous academic experience from a high-quality staff in a safe and supportive environment. As a charter school, [Audeo II](#) is a school of choice, with open enrollment policies that serve a diverse student community. The flexible scheduling and around-the-year calendar better serves many students who seek a non-traditional environment in which to learn. [Audeo II](#) was founded in [2016](#) and serves students in grades [K-12](#).

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### Core Competency: Transforming Lives

#### Mission - Why We Exist

- To implement personalized educational programs to facilitate student achievement.
- To provide a prototype for changing the way teachers teach and students learn in the future.

#### Vision - What We Strive to Be

- An educational option that offers a personalized instructional program that demonstrates positive outcomes for each student.
- A prototype for educational reform that creates instructional, service, organizational, and governance role models.
- A collaboration of efforts that improve the quality of life for students, their families, our employees, and the Southern California community-at-large.

#### Values - How We Do Our Work

- Kids come first.
- Education is personalized, individualized and high quality.
- Highly professional individuals are accountable for their work, and are independent, self-motivated, high-energy people who speak for themselves.
- We create a positive, challenging environment that is centered on teaching and learning.
- People-centered teams focus on supporting quality teaching and learning.
- Manage the school with proven business principles focusing on continuous improvement.
- Performance is measured on a variety of indicators that include productivity, credit ratio, auditability, quality, performance, and commitment to the vision of Audeo Charter School [II](#).

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## Instructional Program

Our school is accredited by the Western Association of Schools and Colleges ("WASC"). At [Audeo II](#), students receive a rigorous curriculum based on the California Common Core standards. We provide University of California ("UC")

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approved courses for those students planning to attend a UC or California State University ("CSU") school after the completion of high school. Additionally, we offer National Collegiate Athletics Association ("NCAA") - approved courses for students who are interested in pursuing NCAA athletic scholarships. Our "university model" is an excellent preparation for future studies.

The primary method of instruction is independent study supplemented with in-person participation at one of our Resource Centers. Each [Audeo II](#) Resource Center location provides a professional, quiet environment for one-on-one learning with a credentialed teacher who is available on-demand. Resource Centers are located at major retail centers or office buildings throughout San Diego and several include work-study employment opportunities. Guest speaker events, tutoring, and field trips are also available. These activities are a required part of the curriculum and provide opportunities for basic skills development, career exploration, higher-level thinking skills, interpersonal relationship skills, and enrichment within the core curriculum. This method of instruction is very similar to university studies in which students take one course at a time and are required to take charge of their education.

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Upon enrollment, a credentialed "On-Demand" teacher is assigned to each student who, in collaboration with the student and parents, assesses the student's current needs and goals and creates a plan for rapid advancement, focusing solely on one or two subjects at a time. Assigned to each student for a full year or more, the teacher supervises all subjects studied, and is personally held accountable to inspire and produce self-motivated and self-disciplined students who succeed not only academically, but also socially through teamwork and community service. As a result, On-Demand teachers adjust assignments to align with the goals and interests of the student and also personally act as necessary to ensure achievement. For example, if a student is late to an appointment, teachers contact either the student or the parents within minutes to identify and address any needs and teach accountability.

To further support students working on courses in core subject areas (English, mathematics, sciences, social science, and the fine and practical arts), additional certificated teachers with subject-matter expertise are available to students at their assigned Resource Center, via email or telephone within 24 hours.

[Audeo II](#) recently added a blended learning option for its students. Blended learning is a formal educational program in which a student learns at least in part through online delivery of content with some element of student control over time, place, path, and pace. This option allows students to complete the majority of their academic coursework at home.

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Upon enrollment, a Pathways Personalized Education Plan ("PPEP") is prepared by a school counselor that outlines high school graduation requirements. This PPEP is delivered to the teacher. The student, parents/guardians, and teacher complete the planning with a discussion of the student's short and long-term goals, transcripts from previous schools, learning styles, current interests, academic achievement, career interests, skills development, and standardized test scores. The PPEP is reviewed and updated by the parents, student, and teacher on a regular basis throughout the student's enrollment.

Students study one or two subjects/courses at a time and are expected to complete an average of one course every three-to-four weeks. Within these parameters students can progress at an individualized pace, receiving tutoring or enrichment as needed.

[Audeo II](#) students earn course credits and attendance by successfully completing the prescribed lessons that demonstrate mastery of the state standards.

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The student's primary academic support person for student success is the teacher. The teacher becomes fully acquainted with his/her students, their families, and other factors that affect their learning and academic success. In addition to the services provided by staff, [Audeo II](#) has many partnerships and alliances to provide community resources for students and their families.

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### **Home/School Partnership**

The most important relationship we build is the one between the teacher, student, and the student's family. [Audeo II](#) encourages parent/guardian involvement through the monitoring of his/her student's regular and required

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attendance of Resource Center appointments, completion of high-quality work according to scheduled dates, and attendance on testing days and field trips. With parents actively involved in their student's lives, we can create a successful learning environment.

Two-way communication between all staff and parents is a building block for student success. Teachers are available for parent-student conferences, phone calls, interventions and home visits. In addition, there are scheduled opportunities throughout the year for dialogue. These opportunities include Open House nights, master agreement signings, college information meetings, and senior meetings. A climate that continually promotes open communication and dialogue is expected and supported.

### **Parent Involvement Policy**

The Charter School aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act ("ESEA"). The Charter School staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success.

#### **Title I Parent Involvement Policy**

**Audeo Charter School II ("Charter School")** recognizes the parents/guardians are their children's first and most influential teachers and the sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Executive Director or designee shall work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in school 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.

Each year the Executive Director or designee shall identify objectives of the school's parent involvement. He/she shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program.

The President or designee shall ensure that the parent involvement strategies are established and implemented.

The Title I Parent Involvement Policy was updated and developed in collaboration with parents of Title I students. Parents participated in the development process through surveys and meetings at the Resource Centers. The data collected from parents yielded important feedback on ways to successfully engage parents and improve the parent involvement practices. Parents expressed the following themes:

- Parents can provide input and receive communication from staff through various programs and activities.
- Parents feel involved in their child's education through various programs and activities.
- Parents report having frequent communication with instructional staff.
- Parents want to continue to access resources and trainings on how they can better support their children's achievement and performance at school and at home.
- Parents want to continue to have safe, supportive, and innovative Resource Centers.

These recommendations above are integrated throughout this Title I Parent Involvement Policy and reinforce the core belief that parents are our equal partners in ensuring the success of all students.

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**Deleted:** Board Policy #:1400 ¶  
 Approved: September 7, 1995¶  
 Amended: May 14, 2008; February 22, 2008; February 22, 2018; February 17, 2021¶

**Deleted:** The Board of Directors of Student Success Programs, Inc. hereby adopts this Title 1 Parent Involvement Policy to apply to Audeo Charter School and Charter School of San Diego, hereafter collectively referred to as "Charter School."¶  
 ¶  
 The Governing Board

The Title I Parent Involvement Policy will be annually distributed to parents by including the policy in the handbook, making the policy available on the website and at the Resource Centers. This Policy describes the means for carrying out the following Title I parental involvement requirements.

### **Charter School Expectations and Objectives**

In establishing the Charter School's expectations and objectives for meaningful parent and family involvement, Charter School has established the following practices:

1. Charter School involves parents and family members in the joint development of the Charter School's Parent and Family Engagement Plan.
  - Parents have the opportunity to provide input and feedback on engagement through the School Site Council, English Language Advisory Committee, Open House, Senior Exit Orientations, and teacher-parent meetings. In addition, parents provide feedback on engagement through the annual LCAP development process and surveys.
2. Charter School provides the coordination, technical assistance, and other support necessary to assist and build the capacity within the Charter School in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education.
  - Parent have the opportunity to regularly communicate with their student's teacher on a variety of involvement opportunities to ensure academic success of their child and the school. Teachers are communicating daily, weekly, and monthly with parents on overall school progress. In addition, the school provides Open House and Parent Information sessions on a variety of school achievement topics through Altus University and the College and Career Week.
3. Charter School coordinates and integrates parent and family engagement strategies to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs.
  - Parents have the opportunity to participate in the development of the LCAP and title funding recommendations in School Site Council and English Language Advisory meetings and surveys. Teachers are in constant communication with parents regarding their feedback on all aspects of the program.
4. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the Policy in improving the academic quality at the Charter School.
  - Through regular communication with parents at each resource center, annually parent surveys, parent stakeholder meetings, school website, school publications, and social media parents input and feedback is sought after and deemed essential by the school for improvements in academic results.
5. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of barriers to greater participation by parents/families (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background).
  - The school has designated the Equity and Inclusion department to ensure outreach efforts are being made to all parents representing all student groups. Potential barriers to parent participation are discussed at teacher meetings, resource center meetings, School Site Council meetings, and English Language Advisory meetings to ensure all parents can participate as needed.

6. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of the needs of parents and family members to assist with the learning of their children, including engaging with Charter School personnel and teachers.
  - Teachers are required to reach out to all parents in a variety of methods (in-person, phone, email, text, letters, home visits) to ensure their involvement. In addition, the school provides several Parent Involvement presentations throughout the year through Altus University.
7. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of strategies to support successful Charter School and family interactions.
  - Staff is in constant communication with parents to review all involvement opportunity and strategies. Teachers are specially trained to involve parents in a variety of ways. The school reviews monthly data on outreach efforts and compares it with academic outcomes to ensure the success of every student. Any modifications in parent outreach and involvement strategies are quickly adopted as appropriate.
8. Charter School uses the findings of the annual evaluation to design evidence-based strategies for more effective parental and family engagement, and to revise, if necessary, the Parent and Family Engagement Policy.
  - Monthly and annual reviews of student results allow the school to incorporate improvement and/or new parent and family engagement strategies as needed. Monthly intervention reports are published, disseminated, and reviewed to ensure the success of every student. New strategies to better engage parents are discussed in a variety of forums with parents and staff to ensure applicability.
9. Charter School involves parents in the activities of the Charter School to adequately represent the needs of the population.
  - All parents have the opportunity to participate as a member of the School Site Council. They also have the opportunity to provide feedback directly to school staff in the resource center meetings or through the annual LCAP development process.

#### **Involvement of Parents in the Title I Program**

To involve parents in the Title I program, the following practices have been established:

1. Conduct an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program.
  - In the fall, an annual meeting will be held to share with parents a description of the Title I program and its requirements.
2. Offer a flexible number of meetings for Title I parents, such as meetings in the morning or evening.
  - The Resource Centers are open from 7am-7pm daily. Teachers schedule meeting with parents based on parent availability.
3. Involve parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I programs and the Title I parental involvement policy. \*
  - The Title 1 Parent Information Meeting is held prior to Open House Events.
  - The 1st School Site Council Meeting focuses on our parent involvement policy and Title 1 Program.
  - Parents are invited to participate in School Site Council Meetings to discuss Title 1 Policies.

4. Provide parents of Title I students with timely information about Title I programs.
  - Parents receive the Title 1 Parent Involvement Policy upon enrollment with receipt of the Parent Handbook.
  - The Title 1 Parent Meeting is held in the fall of each school year.
5. Provides parents of Title I students with an explanation of the curriculum used at the School, the assessments used to measure student progress, and the proficiency levels students are expected to meet.
  - Open House Events and Senior Night Events provide detailed information and explanations of curriculum, assessments, and proficiency levels.
  - School Site Council Meetings provide a forum to review school wide progress by grade level and student groups.
  - Parent conferences (each semester), and meetings upon request, provide detailed feedback on student progress, proficiency levels, and assessment data.
6. If requested by parents of Title I students, provide opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children.
  - Parents receive monthly Resource Center calendars detailing parent involvement opportunities.
  - Parents can request meetings with a school administrator to answer questions, make decisions, and develop goals.
  - Parent emails and contacts are responded to in 24 business hours.
  - An administrator will meet with parents and teachers during intervention meetings to discuss achievement of Title 1 students.

\*The policy must be updated periodically to meet changing needs of parents and the School. If the School has a process in place for involving parents in planning and designing the School's programs, the school may use that process if it includes adequate representation of parents of Title I children.

#### **Home-School Compact**

The Home-School Compact will be distributed to parents of Title I annually. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

- The Schools responsibility to provide high-quality curriculum and instruction to meet the challenging State academic standards.
- The ways parents will be responsible for supporting their children's learning, volunteering in the Resource Center, and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time.
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe Resource Center activities and ensuring regular communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.

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The Home-School Compact was developed by the School Site Council and is annually updated by the School Site Council.

### **Building Capacity for Involvement**

The School engages Title I parents in meaningful interactions with the School. The School supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the following practices have been established.

1. Title I parents are provided with assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the achievement of their children.
  - Open House and Senior Night events are held during the school year with a specific focus on understanding Common Core Standards and Smarter Balanced Assessments.
  - Parent and teacher mid-year conferences focus on how to monitor and improve student academic skills and how to prepare for assessments.
2. Title I parents are provided with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement, to help them work with their children to improve their children's achievement.
  - Provide online enrichment and instructional materials that parents can use at home with their children (Achieve 3000, BrainPOP, BrainPOELL).
  - Provide resources on the School's website for parents to use in supporting their students' academic, health, social and emotional needs.
  - Offer Parent Courses through Altus University that address topics in high demand among parents based on annual survey.
3. With the assistance of Title I parents, the School educates staff members about the value of parent contributions, and in how to reach out, communicate with, and work with parents as equal partners to implement and coordinate parent programs and build ties between parents and the School.
  - Parent engagement is a focus of the annual needs assessment.
  - Parental involvement is a key feature of the teacher training program.
4. Coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent conferences, to encourage and support parents in more fully participating in the education of their children.
  - Parent courses are offered through Altus University on specific topics that parents have requested.
  - English Learner Advisory Committee Meetings
  - Parents are encouraged to participate in as members of a community panel for students presenting their senior portfolio.
5. Distribute information related to School and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.
  - Spanish is the most prevalent language, other than English, spoken by parents in the School community. Presentations, information, and resources are translated and/or presented in Spanish.
  - Provide translation services in other languages, as requested, on important school information.
6. Provide support for parental involvement activities requested by Title I parents.

- Consider support for parental involvement activities requested by Title I parents wherein the requests align with the vision, mission, and values. Additional factors of consideration include: fiscal feasibility, operational feasibility, and cost/benefit analysis.

### Accessibility

Provide opportunities for the participation of all Title I parents and family members, including parents/family members with limited English proficiency, parents/family with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents/family understand, including by:

- Presentations, Information, Resources, and materials are translated and/or presented in the multiple languages of participants.
- Staff meetings with parents individually and in small groups to ensure parent participation and understanding of information.
- Providing information in person, online, and via mail in various formats.

\*\*\*\*

A copy of the Charter School's complete Policy is available on the website.

### Attendance, Lessons, and Course Credits

Unlike traditional schools where attendance is measured by being physically present in a classroom, Audeo II measures attendance by completion of a work product, a student's average daily attendance ("ADA") is determined by the professional judgment of the teacher as it relates to the time spent on the successful completion of each lesson. Students are expected to complete an average of 12 courses every 12 months at an acceptable level of competency to demonstrate learning and proficiency of state standards. To meet this expectation at Audeo II, students should complete an average of 7 assignments per week and complete 1 semester course in 3-to-4 weeks.

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A complete copy of Audeo II's Independent Study Policy is available on the school website.

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### Year-round School Year

Audeo II has a year-round school year that is designed to maximize the amount of days and time that a student is able to earn credits. (See school holiday calendar on the School's website.)

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### Student Assessments

Students at Audeo II are part of the public school system in the State of California. Participating in the state testing system is a requirement. All students must take state mandated assessments which include the California Assessment of Student Performance and Progress ("CAASPP"), English Language Proficiency Assessments for California ("ELPAC"), and Physical Fitness Test scheduled throughout the school year. Additionally, all students who enroll in our Audeo II program take the school mandated NWEA Measures of Academic Progress ("MAP"). These tests are very critical. They tell us how students are progressing in their learning.

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Audeo II staff members are dedicated to making sure students receive the instruction they need to do well on these tests to demonstrate learning. Students are offered many opportunities for special assistance if it is needed. These opportunities include diagnostic assessment and one-to-one tutoring. Please review your student's test results and be sure he or she is working on improving his/her weak areas. It is important that we work together to help your student succeed.

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If you have any questions about testing and/or a specific test you may contact your student's teacher. The table below provides basic information about the standardized tests and approximate administration dates. Additional information about state tests is posted on the California Department of Education ("CDE") website at <http://www.cde.ca.gov/ta/tg>.

### California Assessment of Student Performance and Progress ("CAASPP")

The School shall annually administer required state testing to the applicable grades (e.g., the CAASPP).

Assessments		Subject(s)	Grade Level(s)	Approximate Dates
NWEA Measures of Academic Progress (MAP)		Reading, Language Usage, Mathematics	6-11	Sept.-Oct. & March-April
English Language Proficiency Assessments for California (ELPAC)		English Language-Reading, Writing, Listening and Speaking	6-12 English Learners	February-March
Physical Fitness Test (PFT)		Physical Fitness Evaluation	7, 9	February
California Assessment of Student Performance & Progress (CAASP)	Smarter Balanced	English Language Arts, Mathematics	6-8, 11	May-June
	California Standards Tests (CST)/California Modified Assessment (CMA)	Science	8, 10	May-June

### **Audeo II High School Graduation Options**

Audeo II provides multiple graduation options for our students. As part of our pathways personalized education plan, we seek to ensure that our students pursue the best option for their needs. The staff at Audeo II is dedicated to offering many opportunities for students to succeed. Audeo II offers three options for graduation:

1. Option 1 High School Diploma
2. Option 2 High School Diploma
3. HiSET Option

### **Option 1 High School Diploma**

Students graduating with an Option 1 High School Diploma from Audeo II must complete 42 Semester Credits in grades 9-12. Audeo II's graduation requirements may fulfill the UC and CSU admissions requirements. Items that have an asterisk (\*) are the courses that UC or CSU-bound students should take.

### **Audeo II High School Graduation Course Requirements**

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<b>English (8 semester credits)</b> <u>4 credits - English 1-4*</u> <u>2 credits - American Literature* or Honors American Literature*</u> <u>2 credits - World Literature*, Contemporary Voices in Literature*, English Literature*, AP English Language &amp; Composition*, AP English Literature &amp; Composition*</u> <u>*4 years required</u>		<b>Mathematics (6 semester credits)</b> <u>2 credits - Algebra or Integrated Math 1</u> <u>2 credits - Geometry or Integrated Math 2</u> <u>2 credits - Intermediate Algebra* or Integrated Math 3</u> <u>2 credits - Pre-calculus* or Honors Pre-calculus</u> <u>2 credits - Statistics*</u> <u>*3 years required, 4 years recommended</u>	
<b>Science (4 semester credits)</b> <u>2 credits - Physical Science (Earth Science, Physics*, Chemistry*, or Honors Chemistry*)</u> <u>2 credits - Life Science (Biology*)</u> <u>*2 years required, 3 years recommended</u>		<b>History-Social Science (6 semester credits)</b> <u>2 credits - World History*, Geography &amp; Economics*</u> <u>2 credits - US History* or Honors US History*</u> <u>1 credit - Government*</u> <u>1 credit - Economics</u> <u>2 credits - AP Human Geography (elective)</u>	
<b>General Electives</b> <b>(9 semester credits)</b>	<b>Physical Education</b> <b>(4 semester credits)</b>	<b>Pathways Portfolio</b> <b>(1 semester credit)</b>	
<u>Students have the option of choosing from a wide range of general elective options.</u> <u>UC/CSU: 2 credits - Approved electives in the same area</u>	<u>All students will complete 4 semester credits of Physical Education.</u>	<u>All students must present a senior portfolio (met through the Pathways Exhibition course).</u>	
<b>World Language OR Visual/ Performing Arts (2 semester credits)</b>			
<b>Option A:</b> <u>2 credits - World Language (both semesters must be the same language)</u>	<b>Option B:</b> <u>2 credits - Visual/Performing Arts</u>	<b>UC/CSU Option:</b> <u>4 credits - World Language (all semesters must be the same language; 2 years required, 3 years recommended)</u> <u>2 credits - Visual/Performing Arts (both semesters need to be the same course)</u>	
<b>CTE/Service Learning/WEE (2 semester credits)</b>			
<b>Option A:</b> <u>2 credits - CTE (Career Technical Education)</u>		<b>Option B:</b> <u>2 credits - Service Learning (120 hours total of community service)</u>	<b>Option C:</b> <u>2 credits - Work Experience Education (240 hours of paid employment)</u>
<b>Grade Point Average (GPA)</b>			
<u>All students must have a weighted GPA of 2.0 or higher in scholarship based on coursework completed in grades 9-12.</u>			
<u>*Courses required for UC/CSU Admissions. Students planning on applying to a UC or CSU can request a meeting with a college counselor to develop a course plan.</u>			

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### ***Option 2 High School Diploma***

Our Option 2 High School Diploma seeks to assist those students who will have reached their 18th birthday by the graduation deadline and have at least 26 credits in the required courses and a minimum 2.0 GPA in those courses designated for the state of California Option 2 diploma.

### Eligibility Criteria

The eligible student is at least 17 and has less than 20 credits. Option 2 allows students to obtain a high school diploma, participate in vocational training and/or attend the community college of their choice. The process is

selective and is monitored by the AUDEO Option 2 Committee, consisting of school counselors, learning leads, administrators, and/or teacher representative.

#### Admission Requirements and Process

- Student must be enrolled at Audeo II and must be earning credits at the rate of one per month, with a minimum attendance rate of 75% per month.
- The teacher/school counselor recommends student for Option 2 diploma.
- School counselor meets with parent, teacher, and student to review eligibility of requirements.
- The teacher presents the student records, which includes parent consent documents, to the Audeo II Option 2 Committee, outlining why this option best meets the needs of this student.
- Audeo II Option 2 Committee may decide to accept the recommendation of the teacher or may decide to deny the request to admit the student as a candidate for this diploma.
- When the student is accepted as a candidate, the School counselor develops a new course plan.

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#### Additional requirements include:

- Senior Exhibition
- One year of Career Technical Education, service learning, or work experience education

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#### HiSet Option

The new HiSet, one of the new state approved High School Equivalency Exams, is included as an option for students to finish their secondary education with "Completer" status. Audeo II students will be able to take the HiSET on-site at an Audeo II resource center, exclusively open to Audeo II students. It is a web-based exam. If you are interested in this option, please contact your teacher and counselor.

#### Option 2 Graduation Course Requirements

English (6 semester credits)		Mathematics (4 semester credits)			
English 1,2 or higher		Including Algebra 1, 2 OR Integrated Math 1, 2 or higher			
Science (4 semester credits)		History - Social Science (6 semester credits)			
Including Biology 1, 2, and one year of a physical science		World History Geography & Economics 1, 2 US History 1, 2 Government 1 Economics 1			
General Electives (1 semester credit)		Pathways Portfolio (1 semester credit)		Physical Education (4 semester credits)	
Recommended courses from our current General Electives list		All students must present a senior portfolio (met through the Pathways Exhibition course).		All students will complete 4 semester credits of Physical Education.	
World Languages and Visual/Performing Arts (2 semester credits)					

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<b>Option A:</b> 2 credits - World Language (both semesters must by the same language)	<b>Option B:</b> 2 credits - Visual/Performing Arts	
<b>CTE/Service Learning/WEE (2 semester credits)</b>		
<b>Option A:</b> 2 credits - CTE (Career Technical Education)	<b>Option B:</b> 2 credits - Service Learning (120 hours total of community service)	<b>Option C:</b> Work Experience Education (240 hours of paid employment)
<b>Grade Point Average (GPA)</b>		
Students must have a minimum GPA of 2.0 in the required courses for Option 2.		

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## College Admission Requirements

At [Audio II](#), we provide a rigorous curriculum that prepares students for higher education. The admission requirements to the local community colleges, CSU, and UC are listed in the table below. For more information about the college entrance requirements and exams, contact the college counselor (with assistance from your teacher as needed) and/or visit the following websites: [www.act.org](http://www.act.org) or [www.collegeboard.org](http://www.collegeboard.org)

Elements	Community College	California State University (CSU)	University of California (UC)
High School Education	Diploma, GED, or CHSPE	Diploma ( <i>including UC/CSU-approved coursework</i> )	Diploma ( <i>including UC/CSU-approved coursework</i> )
GPA	Any	Calculated from UC a-g list courses taken after 9th grade	Calculated from UC a-g list courses taken after 9th grade
Entrance Exams	No entrance exam; assessments for course placement	ACT or SAT Reasoning Test with Reading & Math	ACT Assessment plus Writing <b>OR</b> SAT Reasoning Test with Critical Reading, Math & Writing

### **NCAA Eligibility**

The NCAA Eligibility Center has launched a new website at [ncaa.org/student-athletes/future](https://ncaa.org/student-athletes/future) to help high school student-athletes successfully transition to college. The enhanced online content gives student-athletes and

counselors a broad look at the initial eligibility process and detailed information about common eligibility situations.

The new content is part of the NCAA Eligibility Center's continuing response to customer requests for key pieces of information student-athletes should know as they consider college. Student-athletes are guided through current and upcoming initial eligibility requirements, recruiting guidelines, and timelines for staying on track in high school. Additional webpages address initial eligibility situations unique to international, home-school and non-traditional students.

A wide range of frequently-asked questions addressing issues from academic and amateurism eligibility to high school and core-course review are easily searchable and will be expanded in the future.

To ensure your student is taking the right courses for NCAA eligibility, please contact your student's teacher/counselor.

### **Grant Program Notice**

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

### **Grade Suppression**

Students wishing to suppress a "D" or "F" grade earned from an [Audeo IL](#)-approved accredited school or district outside of [Audeo IL](#) must repeat the same course/s based on course descriptions from the school or district where the course/s originated. The course/s must be approved by a school counselor or administrator.

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### **Grade Validation**

If a student earns an "F" grade for the first semester of a year-long course but earns a passing grade of "C" or better for the second semester of that same course, credit shall be assigned for both semesters and a passing grade of "D" shall be recorded for the first semester. This applies only to students designated as 11th or 12th graders by a school counselor or administrator from [Audeo IL](#).

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If a student earns a passing grade for the first semester of a year course and an "F" grade for the second semester of that course, credit (and passing grade) shall be allowed for the first semester only. The second semester "F" grade shall be recorded as a final grade.

[Audeo IL](#) will accept for credit full or partial coursework satisfactorily completed by a pupil while attending a public school, juvenile court school, a school in a country other than the United States, and/or nonpublic, nonsectarian school or agency.

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### **College Course Credit**

With school counselor or administrator approval, college courses may be taken in lieu of high school courses. One 2-unit college course is equivalent to two semesters of high school credit.

### **Graduating Class Year Determination**

Students who satisfy graduation requirements by the end of July of the school year (i.e., ~~20-21~~, ~~21-22~~, etc.) will be designated graduates of the school year.

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Students who did not complete all the graduations requirements by the end of July will receive their diploma with the next year's graduating class.

### **Graduation Ceremony**

Graduation is a special and dignified event. [Audeo II](#) commencement ceremonies are typically held at the beginning of June. Graduation is a privilege not a right.

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Students wishing to participate in a graduation ceremony from AUDEO must complete the following requirements:

- Complete all stated requirements for a high school diploma, **OR** complete all stated requirements for the California High School Proficiency Exam ("CHSPE"), **OR** complete all requirements for and pass all portions of a High School Equivalency Test (General Education Development ("GED") or HiSET that has been approved by the State Board of Education and the CDE.
- Attend a Senior Exit Orientation.
- Complete all requirements by the official due dates as listed on the Annual Master School Calendar.
- Attend both graduation rehearsals.
- Follow all graduation ceremony rules and regulations.

#### **Graduation Ceremony Expectations**

- The graduates must wear the designated cap and gown.
- Acceptable clothing:
  - Tops: white collared dress shirt with a tie, blouse
  - Bottoms: dark slacks (not jeans), skirt, dress, pant-suit (no jeans).
- No decorations on caps or gown are permitted.
- Dress appropriately for the occasion.
- No flip-flops or tennis shoes are permitted.
- Dress shoes are encouraged.
- No air-horns, beach balls, or anything else that will take away from this dignified event.
- Guests must act appropriately and be respectful of the event and its participants.

#### **Senior Exit Orientation**

Students and a parent or guardian are required to attend this important meeting. During this meeting, graduation requirements are reviewed, and expectations and logistics for the graduation ceremony are presented. Information is also available to prepare parents and students for post high school options, including financial aid filing, scholarship information, college application process (with a focus on post-secondary pathways). Attendance at this meeting may be waived for students who do not plan to participate in an [Audeo II](#) June graduation ceremony.

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#### **Pathways: Education with a Purpose**

Upon enrollment at [Audeo II](#) and with support from counselors and teachers, students focus on their future through various *Pathways*. *Pathways* is designed to introduce and engage students in grades 9-12 in formal post-high school planning and to improve student learning and high school completion rates. Working with counselors and teachers, students will focus on post-graduation choices and options, including four-year colleges and universities, community college, military, and vocational studies.

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Students are further supported in this explorative process by Naviance, a web-based resource. Naviance provides students and parents access to information from colleges and vocational schools, scholarship and financial aid application tools, extensive career research, and learning styles tools. Targeted student activities are available to support *Pathways*. These include career days, college days, military days, guest speaker events, field trips, work experience, service learning, and internships.

#### **Pathways/Naviance Family Connection**

Our PATHWAYS/Naviance Family Connection program uses a variety of interest and personality type surveys and research tools to help you develop your chosen path. No test, questionnaire, survey, or examination containing any questions about a student's personal beliefs or practices in sex, family life, morality, and religion, or any questions about the pupil's parents' or guardians' beliefs and practices in sex, family life, morality, and religion, shall be administered to any student without written permission from a parent/guardian.

**Do What You Are:** Learn about your personality strengths and gain insight into your educational and career needs.



**Learning Style Inventory:** Learn what environment and methods make learning optimal for you.

**Career Interest Profiler:** Complete a Career Interest Profiler and explore what careers appeal to you.

**Game Plan:** Create targeted goals for after high school, including college interests, athletic programs, chosen references, etc.

**College Search/Lookup:** Lookup schools that you are interested in applying to, compare requirements, school programs, student life, and more.

**Test Scores:** Enter and track your PSAT, SAT I, SAT Subjects Tests, PLAN, and ACT test scores.

**MI Advantage:** Multiple intelligences theory reveals that people employ various intelligences to process information. This assessment empowers students to develop and make optimal use of their strengths in the pursuit of goals and interests, both inside and outside of school.

**Scholarships:** Use several scholarship tools, such as searches, matches, lists, national college searches, and scholarship applications.

**Resume:** Use the resume tool to create your own resume.

### ***Availability of Prospectus***

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

### ***English Learners***

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

### ***Involuntary Removal Process***

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

Upon parent/guardian request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and

witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of the Charter School's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the Student will be disenrolled effective the date of the hearing. If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) days. A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

## Enrollment, Student, & Health Services

### **Resource Center Transfer Requests**

Students may apply for a transfer to another Resource Center under the following conditions:

- Parent approval
- Student is currently meeting attendance requirements
- Reasonable justification
- Resource Center availability

Contact the teacher to initiate the Resource Center transfer process.

### **Enrollment/Transfer Process**

Students who choose to discontinue enrollment at Audeo II may attend other district schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or area of residence.

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Student and/or the parent/guardian need to notify the teacher about the desired transfer. The teacher will work with the parent and counselor to process the transfer. Students are expected to continue to meet Audeo II attendance requirements until the student is officially transferred to the new school.

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For any student that transfers to another high school, please be informed that it is as the sole discretion of the new school district or charter school to decide which completed credits they will accept on their transcripts. Additional information can be found at [https://audeo2.com/wp-content/uploads/2019/10/Charter-School-Complaint-Notice-and-Form\\_SBE.pdf](https://audeo2.com/wp-content/uploads/2019/10/Charter-School-Complaint-Notice-and-Form_SBE.pdf).

### **Transcript and Records Requests**

Transcript and educational records requests must be made in writing. Transcript requests may be submitted using the online form found on the School's website, <https://audeo2.com/request-transcripts/>.

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### **Attendance Verification**

Students and families that need official verification of the student's status (attendance, enrollment, projected graduation dates, etc.) should make a request with their teachers. Parent/ guardian signatures are required before these verifications can be provided. Please allow at least one week lead time.

### **Work Permits**

Work permit applications are available for students who meet and maintain the following eligibility requirements:

- Currently meeting Audeo IL attendance requirements
- 14 years or older
- Parent and teacher approval

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Work permit applications can be obtained from the teacher. The application must be filled out completely by the student, parent and employer. Incomplete applications will not be considered. Work permit applications must be returned to the teacher. It will take approximately 3-5 days to receive a temporary 30-day work permit from the school counselor if the application is approved. This is a temporary permit and the Work Permit Office has the right to decline any student from receiving an official approved work permit.

### **Health Program**

Our comprehensive health program is designed to promote wellness and to support the educational mission of our school. The role of the school nurse is to promote student attainment of optimum physical and mental health to achieve student success. Since the student's health status and needs may affect his or her school performance, the school nurse may provide education on health promotion and illness prevention practices, perform mandated health screenings, provide counseling, crisis management, referrals and information regarding community health resources.

### **Health Screenings**

Students are screened for vision, hearing and scoliosis. State-mandated assessments will be provided for the indicated grade levels: 8th and 10th or 11th grade hearing screening and 8th grade vision screening. A wellness screening is also provided for 9th graders: vision screening, blood pressure, nutrition assessment, height, weight, and body mass index. New students and students referred by parents, student or school staff will be assessed as indicated.

Note: A student needs a written parent request to be excused from health assessment screenings. A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Executive Director of the school in which the child is enrolled a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

### **Availability of Health Insurance**

Children—regardless of immigration status (foster youth, pregnant women, and legally present individuals, including those with deferred action for childhood arrivals ["DACA"] status) may be eligible for no- or low-cost Medi-Cal insurance. Medi-Cal covers immunizations, checkups, specialists, vision and dental services, and more for children and youth at no- or low-cost. Medi-Cal enrollment is available year-round.

Covered California is where legal residents of California can compare quality health plans and choose the one that works best for them. Based on income and family size, many Californians may qualify for financial assistance. Enroll during Open Enrollment or any time you experience a life-changing event, like losing your job or having a baby. You have sixty (60) days from the event to complete enrollment. Information regarding the availability of insurance is

provided with enrollment forms and available at:

[http://hbex.coveredca.com/toolkit/PDFs/ALL\\_IN\\_Flyer\\_EnrollGetCareRenew\\_CC.pdf](http://hbex.coveredca.com/toolkit/PDFs/ALL_IN_Flyer_EnrollGetCareRenew_CC.pdf)

The Charter School shall not discriminate against a student who does not have health care coverage or use any information relating to a student's health care coverage or interest in learning about health care coverage in any manner that would bring harm to the student or the student's family.

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### ***Health Curriculum and Sexual Health Education***

Health education encompassing nutrition, dental health, disease processes, life skills, community health, physical fitness, drugs, alcohol, and tobacco, mental and emotional health, human reproduction and sexuality, sexually transmitted diseases and HIV/AIDS, peer pressure resistant skills, problem solving and decision making is incorporated into the curriculum.

The Charter School offers comprehensive sexual health education to its students in grades 6-12. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

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

Anonymous, voluntary, and confidential research and evaluation tools to measure student's health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 6-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

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

### ***Immunizations and Control of Communicable Disease***

California law requires proof of an immunization record from the parent or guardian indicating the student has met all the immunization requirements prior to admission to our school.

Immunization records will be required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. Students will not attend school until all required records have been received. The immunization status of all students will be reviewed periodically. Those students who do not meet the State guidelines may be excluded from school until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

#### Entering Kindergarten:

1. Diphtheria, Pertussis, and Tetanus (DTaP) - Five (5) doses Polio - Four (4) doses
2. Measles, Mumps, and Rubella (MMR) - Two (2) doses
3. Hepatitis B (Hep B) - Three (3) doses
4. Varicella (chickenpox) - Two (2) doses

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

#### Entering 7<sup>th</sup> Grade

1. Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose
2. Varicella (chickenpox) - Two (2) doses

**NOTE:** In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements for children 7-17 years old (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis), **in addition to** the 7th grade requirements for Tdap and varicella (varicella requirement for seventh grade advancement expires after June 30, 2025). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.

Effective January 2016, Senate Bill 277 eliminated the option of personal belief exemptions for students in public and private schools. Students enrolled in home-based private schools and independent study program who do not receive classroom-based instruction will still need to provide immunization records to their schools before entry. All schools will still need to report to the California Department of Public Health ("CDPH")/Division of Communicable Disease Control the immunization status of all students in kindergarten and 7th grade.

Audeo II shall cooperate with the CDPH to prevent and control communicable disease in students. Whenever there is good reason to believe a student has a contagious disease, the parent will be contacted and the student will be sent home. The student may return when well and/or released by a physician.

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Immunization laws currently in effect may be found at <http://www.shotsforschool.org/laws/>.

A complete copy of Audeo II's Immunizations Policy is available on the school website.

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## Diabetes

Audeo II provides an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but not be limited to, all of the following: 1. A description of type 2 diabetes. 2. A description of the risk factors and warning signs associated with type 2 diabetes. 3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes. 4. A description of treatments and prevention of methods of type 2 diabetes. 5. A description of the different types of diabetes screening tests available. Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

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## Administration of Medications Policy

Audeo II staff is responsible for overseeing the administration of medication to students attending Audeo II during the regular school day. It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our students and the legal protection of our employees.

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A signed physician's order and written parent permission must be on file for each individual student before licensed school personnel can administer over-the-counter or prescription medication to the student during the school day. Parents should notify school staff of any medications their student is taking on a continuing basis for health conditions, including name, dose, physician phone number, and permission to contact the physician for further information about the medication.

## Administration of Medication Policy

Audeo Charter School II ("Charter School") staff is responsible for overseeing the administration of prescribed and over-the-counter medication to students during the regular school day. It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our students and the legal protection of our employees.

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Approved: February 22, 2018¶  
Amended: February 17, 2021¶

¶  
The Board of Directors of Student Success Programs, Inc. hereby adopts this Administration of Medication Policy to apply to Audeo Charter School and The Charter School of San Diego, hereafter collectively referred to as "Charter School."¶

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## Definitions

- "Authorized health care provider" means an individual who is licensed by the State of California to prescribe medication.
- "School nurse" means an individual who is currently a credentialed and licensed registered nurse employed by the Charter School.
- "Other designated Charter School personnel" means an individual employed by the Charter School who has (1) has consented to assist/administer medication to students and (2) may legally assist/administer the medication to students.
- "Medication" includes prescription medication, over-the-counter remedies, nutritional supplements, and herbal remedies.
- "Regular school day" includes during school hours, before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one (1) overnight stay from home.

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## Administration of Auto-Injectable Epinephrine or Inhaled Asthma Medication

Any student who is or may be required to take, during the regular schoolday, prescription auto-injectable epinephrine ("EpiPen") or inhaled asthma medication prescribed or ordered for the student by an authorized health care provider may carry and self-administer prescription an EpiPen or inhaled asthma medication if Charter School receives both the appropriate written statements as follows:

1. A written statement from the authorized healthcare provider (1) detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and (2) confirming that the pupil is able to self-administer an EpiPen or inhaled asthma medication, and
2. a written statement from the parent, foster parent, or guardian of the student (1) consenting to the self-administration, (2) providing a release for the school nurse or designated school personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and (3) releasing the Charter School and school personnel from civil liability if the self-administering pupil suffers an adverse reaction as a result of self-administering medication.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

A student may be subject to disciplinary action if the student uses an EpiPen or inhaled asthma medication in a manner other than as prescribed.

Any student requiring insulin shots must establish a plan for administration of insulin shots with the Executive Director or designee in consultation with the parent or guardian and the student's medical professional.

#### **Staff Training and Emergency Response**

Additional information about staff trainings and the Charter School's response to emergencies can be located within the Employment Handbook and/or the School Safety Plan.

##### **A. Response to Anaphylactic Reaction**

The school nurse or trained personnel who have volunteered may use EpiPen to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction. Charter School will ensure it has the appropriate type of EpiPen on site (i.e., regular or junior) to meet the needs of its students. The school will ensure staff properly store, maintain, and restock the EpiPen as needed.

The Charter School will ensure any school personnel who volunteer are appropriately trained regarding the storage and emergency use of an EpiPen.

The Charter School will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an epinephrine auto-injector to a person if that person is suffering, or reasonably believed to be suffering from, anaphylaxis. The annual notice shall also describe the training the volunteer will receive.

##### **B. Response to a Diabetic or Hypoglycemic Emergency**

Charter School provides Charter School personnel with voluntary emergency medical training on how to provide emergency medical assistance to students with diabetes suffering from severe hypoglycemia. The volunteer personnel shall provide this emergency care in accordance with standards established herein and the performance instructions set forth by the licensed health care provider of the student. A Charter School employee who does not volunteer or who has not been trained pursuant to this Policy may not be required to provide emergency medical assistance.

Training by a physician, credentialed school nurse, registered nurse, or certificated public health nurse according to the standards established pursuant to this section shall be deemed adequate training. Training established shall include all of the following:

1. Recognition and treatment of hypoglycemia.
2. Administration of glucagon.

3. Basic emergency follow-up procedures, including, but not limited to, calling the emergency 911 telephone number and contacting, if possible, the student's parent or guardian and licensed health care provider.

A Charter School employee shall notify the Executive Director or designee if the employee administers glucagon pursuant to this Policy.

All materials necessary to administer the glucagon shall be provided by the parent or guardian of the student.

In the case of a student who is able to self-test and monitor their own blood glucose level, upon written request of the parent or guardian, and with authorization of the licensed health care provider of the student, a student with diabetes shall be permitted to test their own blood glucose level and to otherwise provide diabetes self-care in the classroom, in any area of the Charter School or Charter School grounds, during any Charter School-related activity, and, upon specific request by a parent or guardian, in a private location.

Designated staff shall establish emergency procedures for specific medical conditions that require an immediate response (i.e. allergies, asthma, diabetes).

#### **Administration of Medication**

Any student who is or may be required to take, during the regular schoolday, prescription medication prescribed or ordered for the student by an authorized health care provider may be assisted by the school nurse or designated Charter School personnel.

In order for a pupil to be assisted by the school nurse or other designated Charter School personnel in administering medication Charter School shall obtain both:

1. A written statement from the student's health care provider detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and
2. A written statement from the parent, foster parent, or guardian of the student indicating the desire that the Charter School assist the student in the matters set forth in the statement of the authorized health care provider.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

The primary responsibility for the administration of medication rests with the parent/guardian, student, and medical professionals.

#### **Storage and Record Keeping**

- All medication will be kept in a secure and appropriate storage location and administered per an authorized health care provider's instructions by appropriately designated staff.
- Designated staff shall keep records of medication administered at Charter School. The medication log may include the following:
  - a. Student's name.
  - b. Name of medication the student is required to take.
  - c. Dose of medication.
  - d. Method by which the student is required to take the medication.
  - e. Time the medication is to be taken during the regular school day.
  - f. Date(s) on which the student is required to take the medication.



- g. Authorized health care provider's name and contact information.
  - h. A space for daily recording of medication administration to the student or otherwise assisting the student in administration of the medication, such as date, time, amount, and signature of the individual administering the medication or otherwise assisting in administration of the medication.
- Designated staff shall return all surplus, discontinued, or outdated medication to the parent/guardian upon completion of the regimen or prior to extended holidays. If the medication cannot be returned, it will be disposed of at the end of the school year.

\*\*\*\*

For more information on how to obtain and complete an Administration of Medications Form, or to review our complete Administration of Medications Policy, please see the school website.

### **Free and Reduced-Price Meals**

Pursuant to California Law, the Charter School will provide each student who meets federal eligibility criteria for free and reduced-price meals with at least one free or reduced-price, nutritionally adequate meal per each school day on which the eligible student is scheduled for two or more hours of educational activities at a school site/Resource Center, meeting space or other satellite facility operated by the Charter School.

### **Student Wellness Policy**

Audeo Charter School II ("Charter School") adopts this policy to ensure its commitment to the optimal development of every student. Charter School believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year. This policy may be updated from time to time as required to be in compliance with state law, regulation, or administrative directive.

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education and extracurricular activities – do better academically. Finally, there is evidence that adequate hydration is associated with better cognitive performance.

This Policy outlines Charter School's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this Policy establishes goals and procedures to ensure that:

- Students in the Charter School have access to healthy foods throughout the school day—and other foods available throughout the Charter School resource centers—in accordance with Federal and state nutrition standards.
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors.
- Students have opportunities to be physically active before, during and after the school day.
- The Charter School engages in nutrition and physical activity promotion and other activities that promote student wellness.
- Charter School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school.
- The community is engaged in supporting the work of the Charter School in creating continuity between Charter School and other settings for students and staff to practice lifelong healthy habits.

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**Approved:** February 22, 2018¶

**Amended:** February 17, 2021¶

¶ The Board of Directors of Student Success Programs, Inc. hereby adopts this Wellness Policy to apply to Audeo Charter School and The Charter School of San Diego, hereafter collectively referred to as "Charter School."

- The Charter School establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of this Policy and its established goals and objectives.

This Policy applies to all students, faculty, and staff in the Charter School. Specific measurable goals and outcomes are identified within each section below.

## **I. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement**

### **Implementation Plan**

Using the steps outlined below, the Charter School will ensure the Charter School meets legal obligations regarding implementation of this Policy.

This Policy and the progress reports can be found for Audeo Charter School at [www.audeocharterschool.net](http://www.audeocharterschool.net) and for The Charter School of San Diego at [www.charterschool-sandiego.net](http://www.charterschool-sandiego.net).

### **Recordkeeping**

The Charter School will retain records to document compliance with the requirements of this policy in the main office. Documentation maintained in this location will include but will not be limited to:

- The written Policy.
- Documentation demonstrating that the Policy has been made available to the public.
- Documentation to demonstrate compliance with the annual public notification requirements and community involvement requirements.
- Documentation of the triennial assessment of the Policy.
- Documentation demonstrating the most recent assessment on the implementation of the Policy has been made available to the public.

### **Annual Notification of Policy**

The Charter School will actively inform families and the public each year of basic information about this Policy, including its content, any updates to the Policy, and implementation status. The Charter School will make this information available via the Charter School website and/or Charter School-wide communications. The Charter School will provide as much information as possible about the Charter School nutrition environment. This will include a summary of Charter School's events or activities related to Policy implementation.

### **Triennial Progress Assessments**

At least once every three years, the Charter School will evaluate compliance with the wellness policy to assess the implementation of the Policy and include:

- The extent to which the Charter School is in compliance with this Policy;
- The extent to which the Charter School's Policy compares to model wellness policies; and
- A description of the progress made in attaining the goals of the Charter School's Policy.

The position/person responsible for managing the triennial assessment and contact information is:

Special Education Coordinator  
619-393-2270

The Executive Director will monitor the Charter School's compliance with this Policy.

The Charter School will actively notify households/families of the availability of the triennial progress report.

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### **Revisions and Updating the Policy**

The Charter School will update or modify this Policy as appropriate based on the results of the annual Charter School Health Index and triennial assessments and/or as Charter School priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. This Policy will be assessed and updated as indicated at least every three (3) years, following the triennial assessment.

### **Community Involvement, Outreach and Communications**

The Charter School is committed to being responsive to community input, which begins with awareness of the Policy. Charter School will actively communicate ways in which representatives of the Charter School and others can participate in the development, implementation and periodic review and update of this Policy through a variety of means. The Charter School will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in Charter School nutrition standards.

The Charter School will use electronic mechanisms, such as email or displaying notices on the Charter School's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to this Policy, as well as how to get involved and support the Policy. The Charter School will ensure that communications are culturally and linguistically appropriate to the community and accomplished through means similar to other ways that other local schools are communicating important school information with parents.

The Charter School will actively notify the public about the content of, the implementation of, and any updates to the Policy annually, at a minimum. The Charter School will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

## **II. Nutrition**

### **Charter School Meals**

The Charter School is committed to promoting healthy food choices. It currently provides adequate and nutritious meals and does not participate in federal or state programs related to school meals. To the extent any foods are made available to students at Resource Centers; Charter School will ensure such foods:

- Are accessible to all students.
- Are appealing and attractive to children.
- Are served in clean and pleasant settings.
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations

### **Water**

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the operational hours of the Resource Centers.

### **Competitive Foods and Beverages**

The Charter School is committed to ensuring that all foods and beverages available to students at the school Resource Centers during the school day support healthy eating. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits.

The Charter School does not generally sell food at the Resource Centers and school administration offices. However, in the event that Charter School decides to sell food in the future, and to support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable School meal programs that are sold to students at the Resource Centers during the school day will meet or exceed the USDA Smart Snacks nutrition

standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

### **Celebrations and Rewards**

All foods offered on the Charter School Resource Centers will meet or exceed the USDA Smart Snacks in Charter School nutrition standards, including through:

1. Celebrations and events. The Charter School will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
2. Resource Center snacks brought by parents. The Charter School will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
3. Rewards and incentives. The Charter School will provide teachers and other relevant school staff a list of alternative ways to reward children. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

### **Fundraising**

The Charter School does not generally host fundraisers at Resource Centers. However, in the event such a fundraiser occurs, foods and beverages that meet or exceed the USDA Smart Snacks in Charter Schools nutrition standards may be sold through fundraisers at the Charter School Resource Centers during the school day. The Charter School will make available to parents and teachers a list of healthy fundraising ideas.

### **Nutrition Promotion**

The Charter School will promote healthy food and beverage choices for all students throughout the school Resource Centers, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing at least ten evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques described above; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in Charter School nutrition standards.

### **Food and Beverage Marketing in Schools**

The Charter School does not generally allow food and beverage marketing at Resource Centers. However, in the event such activity occurs, any foods and beverages marketed or promoted to students on the school Resource Centers during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

As the Executive Director reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by this Policy.

## **III. Physical Activity**

The Centers for Disease Control (“CDC”) recommends that all children and adolescents participate in a minimum of sixty (60) minutes of physical activity every day. The CDC recommends that aerobic activity make up the bulk of such physical activity, with vigorous-intensity aerobic activity on at least three days per week. The CDC also recommends that physical activity include muscle strengthening activities, such as gymnastics or push-ups, on at least three days per week, and bone strengthening activities like jumping rope or running at least three days per week. The Charter School has the following specific goals to promote student wellness, consistent with this Policy:

- All students will have access to Physical Education coursework

- All students will be offered Health education coursework
- All teachers will be given annual professional development focused on student health

In developing these goals, the Charter School reviewed and considered evidence-based strategies and techniques and parent input. The Charter School will work toward achievement of these goals by:

- Updating the Safety Plan annually to remain current on school safety protocol
- Providing a clean and safe place for students to eat while at the Resource Center if needed
- Annually surveying students and parents on areas of strength and areas for improvement
- Annually conducting Open House and Senior Exit Orientations to gather feedback from students and parents on Resource Center operations

#### **IV. Other Activities that Promote Student Wellness**

The Charter School will integrate wellness activities across the entire Charter School setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The Charter School will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of this Policy, including but not limited to ensuring the involvement of parents and the community.

All Charter School-sponsored events will adhere to this Policy's wellness guidelines. All Charter School-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

#### **Community Partnerships**

The Charter School will continue to develop and enhance its *current efforts* in relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this Policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with this Policy and its goals.

#### **Professional Learning**

When feasible, the Charter School will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help the Charter School staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

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#### ***Human Trafficking Prevention***

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

In accordance with the California Healthy Youth Act, Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available on the Student & Parent Handbook page of the Charter School's website for your convenience

(<https://audeo2.com/student-and-parent-handbook/>). Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

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

### **Mental Health Services**

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

#### Available through the School:

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached at (858) 678-2020. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed in this letter, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact the School Administrator at (858) 678-2050 to request an evaluation.
- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact the school nurse at (858) 678-2050.

#### Available in the Community:

- Please visit the Student Resources page on the school website to find mental health resources in your community.

#### Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**
- Big Brothers/Big Sisters of America – This organization is a community-based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

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### **Mental Health Notice**

Our school supports student mental health and wellness through a positive school culture and safe, supportive learning environments. Annually, an average of 99% of parents and 99% of students report feeling safe and supported at our school. Through professional development and trainings, teachers and staff are provided with the skills and tools needed to identify youth in crisis, intervene appropriately, and provide comprehensive support in partnership with families. Teachers and staff participate in Youth Mental Health First Aid (YMHFA), Trauma Informed Practices (TIPS), and Signs of Suicide (SOS) trainings. Our school provides direct mental health services to students that support social-emotional development and stability. Parent(s)/Guardian(s) may initiate access to available pupil mental health services at the school's Resource Center or through the school's community partners. If you or someone you care about is experiencing a suicidal or mental health crisis, please call the Access and Crisis Line at (888) 724-7240. Trained and experienced counselors are available 7 days a week, 24 hours a day to provide support, referrals, and crisis intervention. You can also call the Access and Crisis Line if you are concerned about someone,

just need to talk, have questions about how to offer support, or if you are looking for information about community resources, mental health referrals, and alcohol and drug support services. If emergency medical care is needed, call 9-1-1 or go to the emergency room of the nearest hospital. More information about these mental health services are on the school website and mailed out annually to all families.

### ***Pregnant and Parenting Students***

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

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

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

Lynne H. Alipio  
Chief Business Officer and CFO  
(858) 678-2048  
[jalipio@altusschools.net](mailto:jalipio@altusschools.net)

A copy of the UCP is available on the school website. For further information on any part please contact the Executive Director.

### **Other Services/Resources Available**

Audeo II partners with many community service organizations and agencies to support the health and wellness of students and families. This is to ensure that the focus for the student is on learning and academic success. To learn more about these services/resources, contact your teacher, the School Nurse at (858) 678-2050, OR visit [www.audeo2.com](http://www.audeo2.com).

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## Key School Policies

### ***Student Responsibilities***

- Attend Resource Center meetings according to the schedule on the master agreement and arrive on time.
- Complete ALL assignments as scheduled.
- Participate in Resource Center activities.
- Follow all rules and procedures.
- Follow school rules, including the Internet Use, Student Citizenship and the Zero Tolerance Policies, and obey the Loitering Law.
- Cooperate with adults and other students and respect the rights of others to learn and help to create a positive learning environment for everyone.
- Refrain from using profanity or making derogatory statements ("put-downs").
- Respect the property of the Charter School, the community, and others.
- Be responsible for the care and return of all instructional materials and textbooks.
- Maintain honesty and integrity in completing all work, tests, and evaluations.

### ***Student Academic Integrity & Citizenship***

At AUDEO, we expect our students to be good citizens and to be honest. We expect students to complete assessments without outside assistance, not to plagiarize, respect instructional materials and school resources, and to make a good-faith effort when completing exams and required tests.

### ***Internet/Student Use of Technology Policy and Acceptable Use Agreement***

Technology and access to the internet are part of the learning opportunities available at [Audeo II](#). We strongly believe in the educational value of such services and recognize their potential to support our curriculum and student learning. Time using technology, the computer and/or the internet must be used productively to support academic progress. The School will make every effort to protect students from any misuses or abuses as a result of their experience with the Internet. All users must be continuously on guard to avoid inappropriate and illegal interactions on the internet. Students will be required to sign an Acceptable Use Agreement prior to being granted access to [Audeo II](#) technology.

### ***Student Use of Technology Policy***

New technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. [Audeo Charter School II \("Charter School"\)](#) offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. The Charter School Governing Board intends that technological resources provided

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Approved: September 10, 1997¶  
Amended: December 11, 2017; February 17, 2021¶

The Board of Directors of Student Success Programs, Inc. hereby adopts this Student Use of Technology Policy to apply to Audeo Charter School and The Charter School of San Diego, hereafter collectively referred to as "Charter School".¶

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by the Charter School be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

### **Definitions**

Use of Charter School equipment and access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of an educational purpose. Students and staff have a duty to use Charter School resources only in a manner specified in the Policy.

**“Educational purpose”** means classroom activities, research in academic subjects, career or professional development activities, Charter School approved personal research activities, or other purposes as defined by the Charter School from time to time.

**“Inappropriate use”** means a use that is inconsistent with an educational purpose or that is in clear violation of this Policy and the Acceptable Use Agreement.

### **Notice and Acceptable Use Agreement**

The Charter School shall notify students and parents/guardians about authorized uses of Charter School computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before a student is authorized to use the Charter School’s technological resources, the student and the student’s parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and the student’s parent/guardian shall agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.

### **Safety**

The Charter School shall ensure that all Charter School computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.

To reinforce these measures, the Executive Director or designee shall implement rules and procedures designed to restrict students’ access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall monitor students while they are using Charter School computers, laptops, or tablets to access the internet or online services on a Charter School resource center and may have teacher, certificated teacher resource, student aides, and volunteers assist in this monitoring. Parents/guardians are required to supervise and monitor their child’s use of Charter School equipment including but not limited to their child’s access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

The Executive Director or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Executive Director or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student’s online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online

predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils, directed toward one or more pupils that has or can be reasonably predicted to have one or more of the following effects:
  - a) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupil's person or property.
  - b) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
  - c) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
  - d) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the school.
- 2) As used in connection with "bullying," an "electronic act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
  - a) A message, text, sound, video, or image.
  - b) A post on a social network Internet Web site, including, but not limited to:
    - i) Posting to or creating a "burn page" (i.e., an Internet Web site created for the purpose of bullying).
    - ii) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects of bullying. To create a "credible impersonation" means to (knowingly and without consent) impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - iii) Creating a false profile for the purpose of having one or more of the effects of bullying. A "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.
  - c) An act of cyber sexual bullying. The term "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 of bullying. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act. The term "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Students are expected to follow safe practices when using Charter School technology.

Charter School advises students:

1. To never share passwords, personal data, or private photos online.
2. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
3. That personal information revealed on social media can be shared with anyone including parents,

teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.

4. To consider how it would feel receiving such comments before making comments about others online.

Students shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the Charter School, other students, or the community. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Student use of Charter School computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Executive Director or designee shall block access to such sites on Charter School computers with Internet access.

The Executive Director or designee shall oversee the maintenance of the Charter School's technological resources and may establish guidelines and limits on their use.

All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology.

Student use of Charter School's computers, networks, and Internet services is a privilege, not a right. Compliance with the Charter School's policies and rules concerning computer use is mandatory. Students who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

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### Acceptable Use Agreement

The Charter School Governing Board believes that providing access to technology enhances the educational experience for students. However, student use of Charter School computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

1. **Security.** Students shall not impair the security of Charter School technology resources. Students are expected to:
  - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
  - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.

**3. Protection Measures.** While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff, employees, officers, directors or volunteers shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The student and parent/guardian agree not to hold the Charter School, or any Charter School staff, employees, officers, directors or volunteers responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless the Charter School, Charter School staff, employees, officers, directors and volunteers for any damages or costs incurred. Parents/guardians are required to supervise and monitor their child's use of Charter School equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

**4. Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared, and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate Charter School policy or local law. These include but are not limited to:

- a. Playing games or online gaming.
- b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
- c. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.
- d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
- e. Conducting any activity that is in violation of Charter School policy, the student code of conduct or local, state or federal law.
- f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
- g. Conducting for-profit business.
- h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
- i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
- j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
- k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.

**5. No Expectation of Privacy.** Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities,

computer screens may be positioned so that they are visible to the staff member supervising the students. The Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.

- 6. Disruptive Activity.** Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
- 7. Unauthorized Networks.** Students may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
- 8. Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.
- 9. Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Student Use of Technology Policy and the Acceptable Use Agreement, please complete the required form to indicate that you agree with the terms and conditions provided. The signature of both the student and parent/guardian are mandatory before access may be granted to the technologies available. The document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties. Charter School encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

I understand that computer use is a privilege and not a right. I understand that students who violate this policy in any way will be subject to a referral and possible suspension or expulsion. I understand that if a student willfully damages Charter School's property, including but not limited to Charter School's technology, equipment and networks, or fails to return Charter School's property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid or the property has been returned. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades, transcripts and diploma will be released. When the minor and parent are unable to pay for the damages, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. A student over the age of majority shall be liable for the same. (Ed. Code § 48904).

A copy of this form is available on the Charter School's website.

### ***Loitering Law***

It is unlawful for any juvenile who is subject to a compulsory alternative education program to loiter, idle, wander or be in or upon the public streets, highways, roads, alleys, parks, playgrounds, or other public grounds, public places, public buildings, or the premises of any establishment, vacant lots or unsupervised place between the hours of 8:30 a.m. and 2:30 p.m. on any day when that juvenile otherwise would be required to attend a regular compulsory education school (Municipal Code section 58.05). This means that students should either be in the Resource Center or at home between the hours of 8:30 a.m.

and 2:30 p.m., Monday through Friday, unless an excused absence is on file.

## **Suspension and Expulsion Policy**

### **Policy**

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

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

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The AUDEO II administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and procedures are available upon request at the Executive Director's office.

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

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

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent, guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes

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Adopted/Ratified: March 11, 1998  
Amended: May 13, 2009; September 22, 2020; February 17, 2021

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disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

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## **Procedures**

### **A. Grounds for Suspension and Expulsion of Students**

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

### **B. Enumerated Offenses**

1. Discretionary Suspension Offenses: Students may be suspended for any of the following acts when it is determined the pupil:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall only apply to students in any of grades 9-12, inclusive.

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- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more

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acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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

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v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

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w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

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a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Coordinator or designee's concurrence.

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b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

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a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew

packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

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- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school

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personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

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- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with their academic performance.
- iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

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- i. A message, text, sound, video, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
  - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
  - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
  - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. An act of cyber sexual bullying.
  - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual

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recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

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v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

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

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a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

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

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The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

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

### C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

#### 1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or designee with the student and his or her parent/guardian and, whenever practical, the teacher, supervisor or AUDEO II employee who referred the student to the Executive Director or designee.

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

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

#### 2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student. In addition, the notice may also state the date and time when the student may return to school. If AUDEO II officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

#### 3. Suspension Time Limits/Recommendation for Expulsion

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

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

#### 4. Homework Assignments During Suspension

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In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

#### D. Authority to Expel

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

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the pupil or a member of the Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

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#### E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the pupil has committed an expellable offense and recommends the student for expulsion.

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

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Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

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1. The date and place of the expulsion hearing.
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
3. A copy of AUDEQ II's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at AUDEQ II to any other school district or school to which the student seeks enrollment.
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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## F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

AUDEO II may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by AUDEO II or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. AUDEO II must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, AUDEO II must present evidence that the witness' presence is both desired by the witness and will be helpful to AUDEO II. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

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10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

### G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

### H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

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### I. Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

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If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to his/her educational program.

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The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

### J. Written Notice to Expel

The Executive Director or designee, following a decision of the Board to expel shall send written notice of the

decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: a) Notice of the specific offense committed by the student; and b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with AUDEO II.

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: a) The student's name; and b) The specific expellable offense committed by the student.

#### K. Disciplinary Records

AUDEO II shall maintain records of all student suspensions and expulsions at AUDEO II. Such records shall be made available to the authorizer upon request.

#### L. No Right to Appeal

The pupil shall have no right of appeal from expulsion from AUDEO II as the Board of Directors' decision to expel shall be final.

#### M. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. AUDEO II shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

#### N. Rehabilitation Plans

Students who are expelled from AUDEO II shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to AUDEO II for readmission.

#### O. Readmission or Admission of Previously Expelled Student

The decision to readmit a pupil after the end of the student's expulsion term or to admit a previously expelled pupil from another school district or AUDEO II who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Executive Director's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon AUDEO II's capacity at the time the student seeks readmission or admission to the Charter School.

#### P. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

#### R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students

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## with Disabilities

### 1. Notification of SELPA

AUDEO II shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that AUDEO II or the SELPA would be deemed to have knowledge that the student had a disability.

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### 2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

### 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, AUDEO II, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

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- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If AUDEO II, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

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If AUDEO II, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

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- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the AUDEO II had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and AUDEO II agree to a change of placement as part of the modification of the behavioral intervention plan.

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If AUDEO II, the parent/guardian, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then AUDEO II may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

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### 4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or AUDEO II believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

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When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or AUDEO II, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and AUDEO II agree otherwise.

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In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

#### 5. Special Circumstances

AUDEO II personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

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The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

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#### 6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 team.

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#### 7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated AUDEO II's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if AUDEO II had knowledge that the student was disabled before the behavior occurred.

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AUDEO II shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

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- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to AUDEO II supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.

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- b. The parent/guardian has requested an evaluation of the child.

- c. The child's teacher, or other AUDEO II personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other AUDEO II supervisory personnel.

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If AUDEO II knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

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If AUDEO II had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. AUDEO II shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by AUDEO II pending the results of the evaluation.

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AUDEO II shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

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## Dress Code

In order to establish and maintain a safe and productive environment, students are expected to wear appropriate clothing and footwear to Resource Centers and to field trips/school-sponsored events. Parents/guardians will be notified and students will be asked to change or sent home if they are found to be in violation of the dress code.

Dress code violations include the following:

- Pants sagging below the waist
- Swimsuits or sleepwear, including bedroom slippers
- Shorts/skirts/dresses that are above mid-thigh
- Tube tops, backless shirts, see-through garments, shirts that show the midriff, muscle tank tops, and clothing that would be considered revealing and/or a distraction to the learning environment
- Visible undergarments (including boxer shorts, bras, etc.)
- Clothing that promotes alcohol, drugs, tobacco, or other controlled substances
- Clothing that uses suggestive/vulgar/profane language and/or images
- Head coverings such as, hats, bandanas, beanies, or do-rags (note: headwear worn for religious purposes is permitted)

## Cell Phones, Smartphones, Pagers & Other Electronic Signaling Devices Policy

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Board Policy #: 3200¶

Adopted: June 23, 2021

The Board of Directors recognizes the potential for cell phones, smartphones, pagers, and electronic signaling devices (hereinafter collectively referred to as "private devices") to disrupt the learning environment of Audeo Charter School II ("Charter School"), and adopts this Policy to permit students to possess, but not use private devices while on site or at the resource center, at school-sponsored activities, or under the supervision of Charter School employees, except as otherwise provided in this Policy. Students who possess any private devices must always keep them turned off and out of view while on school grounds

Deleted: The Governing Board of Audeo Charter School hereby adopts this Cell Phones, Smartphones, Pagers & Other Electronic Signaling Devices Policy to apply to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School, hereafter collectively referred to as ("Charter School").

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or at school-sponsored activities and functions. Charter School teachers, administrators, and staff will confiscate any private devices used by a student in violation of this Policy.

All students are required to adhere to the following guidelines regarding private devices:

Private devices may be used:

- Off school site before or after school.
- Before or after any Charter School sponsored activity occurring before or after the school's instructional day.
- In the case of an emergency, or in response to a perceived threat of danger.
- When a teacher or administrator of the Charter School grants permission to a student to possess or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.
- When a licensed physician and surgeon determines that the possession or use of a private device is necessary for the health or well-being of the student.
- When the possession or use of a private device is required in a student's individualized education program ("IEP").

Private devices shall be turned off and shall not be used:

- While at the resource center, including workshops, seminars, tutoring and any other school activity, which takes place during the scheduled instructional day on or off site.
- During events sponsored by the Charter School.
- On field trips or excursions sponsored by the Charter School.

Possession of private devices is a privilege, which may be forfeited by any student who fails to abide by the terms of this Policy. All Charter School employees shall remove any private device from the possession of a student found to be violating this Policy. If a private device is heard ringing, beeping, or buzzing from inside a jacket, purse, backpack, or other similar article, whether within the immediate presence of the student or not, a Charter School employee may remove the private device and confiscate the private device. Parents/guardians will be contacted to pick up any confiscated private devices at the end of the instructional time at the resource center or at the conclusion of a Charter School sponsored activity.

In addition to this Policy, all other applicable Charter School student discipline policies and rules shall apply to any student who fails to comply with the requirements of this Policy.

Students who possess any private device(s) shall assume sole responsibility for the maintenance and care of any such private device(s) in accordance with this Policy. At no time shall the Charter School be responsible for preventing theft, loss or damage to any private devices brought onto campus or at Charter School sponsored activities.

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A complete copy of the Cell Phone/Electronics Policy is available for review on the school website.

### ***Lost or Damaged School Property***

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, Charter School will provide a

program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and diploma will be released.

### ***Parents' Responsibilities***

- Ensure that students get to their scheduled appointment on time. If this is not possible, contact the teacher to arrange an alternate time.
- Hold high expectations for your student, regularly monitor his or her daily work.
- Support school rules and the independent study definition of attendance—students complete school work rather than spending time in the Resource Center.
- Establish a schedule with the student and provide a space for study time at home.
- Arrange for student to attend appropriate field trips and supplemental tutoring sessions.
- Meet with staff when requested, particularly during master agreement signing conferences.
- Participate in decisions related to the education of your student.
- Ensure that students are clothed properly for school and school events.

### ***Parents' Role in Discipline and Behavior***

Parents are expected to cooperate with Charter School staff in maintaining and encouraging proper standards of behavior for their children. The following points may prove helpful:

- Instill in your child a sense of responsibility for what he/she says and does.
- Help your child to solve conflicts in a peaceful manner.
- Review your own attitude about discipline and behavior.
- Make sure you communicate with the school to learn necessary facts and expected behavior.
- As a role model for your child, show respect for learning and the necessity for completing an education.

### ***Emergency Procedures and School Safety Plan***

Audeo II Resource Centers have plans and preparations for major emergency situations. We believe that the reactions of people in emergencies depend largely upon their training. Our staff has been trained, and drills are held regularly to make certain that the students understand emergency procedures.

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Please assure students that they are as safe at school as they are at home in a serious emergency. The safety and welfare of the students is our primary concern in the event of an emergency. Your child should be instructed to obey the directions of their teachers in general and especially in emergency situation.

Audeo II defines a crisis as any incident that disrupts the educational program and/or affects the emotional stability of students or staff. In the event of a crisis, such as a natural disaster, we ask the following:

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- Please do not telephone the school. Telephone lines will be needed for emergency communications.
- Please do not drive to the Resource Center if possible. Streets should be as open as possible for emergency vehicles.
- Listen to your local radio station and news for information and advice.

In conjunction with the National Association for Search and Rescue, we urge every family to make home emergency plans and preparations.

If you have questions about our emergency preparedness program, please contact your teacher. A complete copy of the Audeo II Comprehensive School Safety Plan is available on the school website and at each Resource Center.

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### ***School Bus and Passenger Safety***

All students who are transported in a school bus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety as outlined in the Transportation Safety Plan.

### ***Transportation Safety Plan***

Because Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School ("CHARTER SCHOOL" or the "Charter School") provides transportation to CHARTER SCHOOL activity, the Board of Directors ("Board") approved the following transportation safety plan, which contains procedures for Charter School personnel to follow to ensure the safe transportation of students. A copy of this Plan will be kept at each CHARTER SCHOOL and will be made available upon request to an officer of the Department of the California Highway Patrol. Students shall be informed that any violation of Charter School policies and procedures, including violation of safety procedures on a school bus or school activity bus, could result in discipline pursuant to the CHARTER SCHOOL discipline policy.

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**Definitions**

- "School bus" is any motor vehicle designed, used, or maintained for the transportation of a Charter School student at or below the grade 12 level to or from Charter School Resource Center or to and from Charter School activities. "School bus" does not include a passenger vehicle designed for and when actually carrying not more than 10 persons, including the driver, except any vehicle or truck transporting two or more students who use wheelchairs.

"School activity bus" is any motor vehicle, other than the school bus, operated by a common carrier, or by and under the exclusive jurisdiction of a publicly owned or operated transit system, or by a passenger charter-party carrier, used under a contractual agreement between Charter School and carrier to transport Charter School students at or below the grade 12 level to or from a Charter School activity, or used to transport students from residential schools, when the students are received and discharged at off-highway locations where a parent or adult designated by the parent is present to accept the student or place the student on the bus.

- "Private passenger vehicle" is any other privately owned or leased vehicle not included in the definitions above, designed for and when not carrying more than 10 persons, and operated by a parent/guardian or staff driver to transport student to and from a Charter School activity.

**Determining Whether a Student Requires an Escort**

If the Resource Center or school activity destination is located on the opposite side of the street of the actual bus stop, then Charter School and California Vehicle Code section 22112(d) require the student to be physically escorted by the bus driver across that street and under the bus drivers' direction and supervision. The bus driver will be required to activate the school bus red flashing crossover lights and if so equipped, the stop arm, and physically get out of the bus to assist the students safely across the street. Charter School requires ALL students who cross the street, be physically escorted by the bus driver with crossover lights and signs being activated.

**Procedures for Kindergarten through Eighth Grade Students Regarding Boarding and Exiting the Bus**

CHARTER SCHOOL has created the following procedures to govern the safe entry and exit of kindergarten through eighth grade students to and from the school bus. Charter School is not required to use the services of an onboard school bus monitor in addition to the driver to ensure these procedures are followed.

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Boarding:



1. Students shall board or exit the school bus ONLY at their assigned bus stop or school activity destination.
2. Students shall board in an orderly manner and utilize the handrails for their safety while loading and unloading.
3. Students are to find their seat as quickly as possible and sit down facing the front of the bus.
4. Students are to remain seated at all times while the bus is in motion.
5. Students are to maintain a noise level which will allow the bus driver to hear approaching traffic.
6. Students are to follow the directions of the bus driver while they are aboard the bus.
7. Students are responsible to follow all rules and regulations.

Exiting:

1. Students shall stay seated until the bus comes to a complete stop.
2. Once the driver has stopped the bus completely and opened the door, students are to unload seat by seat starting with the front of the bus and continuing seat by seat until the bus is empty.
3. Students remaining on the bus are to remain seated until the bus stops at their assigned bus stop or school activity destination.
4. Students will unload in an orderly manner using the handrails.
5. Students shall exit the bus only at their assigned bus stop or school activity destination. Exceptions will only be allowed when the student presents the bus driver with a note signed by the student's parent and endorsed by the Executive Director.
6. Students are to move away from the bus as they unload. Students shall not get underneath the bus to retrieve a book, paper or some other article. The student should always tell the bus driver and have the bus driver get the article for them.
7. Students should always use crosswalks and controlled intersections when available and should not cross in the middle of the block.
8. Students must avoid trespassing on other people's property, stay on sidewalks when possible.

**Procedures for All Students to Follow as They Board or Exit a School Bus at CHARTER SCHOOL Resource Center or Other School Activity Location**

CHARTER SCHOOL has created the following procedures to govern the safe entry and exit of all students at Charter School Resource Center or other school activity location.

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Boarding Buses at Resource Center or School Activity Location:

1. The school bus driver may not activate the flashing amber warning light system, the flashing red light signal system, and stop signal arm at any school.
2. The driver will monitor the students' entry onto the bus to ensure an orderly and safe entry for all students.
3. The group of students, along with the teacher(s) and any other adult personnel attending a school activity, shall assemble in an area away from the school bus to wait. When the students are ready to load, the Charter School staff shall inform the driver, and the driver will begin the boarding process.
4. Upon completion of the boarding process, the driver will proceed with the bus evacuation and safety presentation, described below. This shall include an explanation and demonstration of all emergency exits, first aid kits, fire extinguishers, etc.
5. Upon completion of the presentation, the driver shall have the Charter School teacher or head chaperone sign a trip sheet, acknowledging the presentation has been given. The driver will then depart when safe to do so.

Exiting Buses at School Site or School Activity Location:

1. Upon arrival at Charter School Resource Center, the driver shall take the bus to the designated student drop off area.
2. Upon reaching the designated area, the driver will park the bus and open the door when it is clear and safe to do so. The flashing red signal lights will not be activated.
3. Upon arrival at the school or school activity destination, the driver will select an area where the bus can be lawfully parked and the boarding/exiting of students can be reasonably controlled.
  - a. The driver will confer with the Charter School teacher/head chaperone regarding the time and location where the group will assemble to reload the bus.
  - b. When it is clear and safe to do so, the driver will have the students disembark the bus. The flashing red signal lights will not be activated.
  - c. When the Charter School teacher/head chaperone has confirmed all students are accounted for, the group may proceed to the trip.
4. Students exiting the bus at either Charter School Resource Center or a school activity location should do so in an orderly, respectful, and appropriate manner, following all instructions from Charter School staff and the bus driver.

**Procedures for School Staff to Ensure a Student is Not Left Unattended on a School Bus or School Activity Bus**

CHARTER SCHOOL staff members should always be involved and active in the supervision of the loading and unloading of students at Charter School Resource Center and on activity trips to ensure no student is left unattended on the school bus or school activity bus.

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To do this, CHARTER SCHOOL staff shall adhere to the following procedures:

1. Before leaving the Resource Center for a school activity, the Charter School teacher/head chaperone for the trip shall ensure they have a copy of the class roster with all student names.
2. Once the bus reaches the destination, a Charter School teacher/head chaperone shall be the first person off the bus and will note each student who exits the bus by comparing the exiting students against the class roster.
3. A Charter School staff member/chaperone shall be the last person to exit the bus at each stop to ensure no students are on left board. Before exiting the bus, the staff member/chaperone will walk up the aisle, checking each seat and area on the floor by each seat to ensure no students are present.
4. Once all students and staff/chaperones have exited the bus, but before leaving for the designated activity, the Charter School teacher/head chaperone will conduct another roll call by calling out each student's name and waiting for verbal and visual confirmation from the student of being present.
5. The Charter School teacher/head chaperone will discuss with the bus driver a way to contact each other in the event it is later discovered a student is still on the bus.

**Procedures and Standards for Designating an Adult Chaperone, Other than the Bus Driver, to Accompany Students on a School Activity Bus**

CHARTER SCHOOL shall follow its applicable policies and procedures, including its visitor and volunteer policy, for designating an adult chaperone other than the school bus driver to accompany students on a bus or a school activity bus. All appropriate background checks will be conducted on any chaperone prior to the chaperone's attending a school trip or school activity bus.

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**Instruction in School Bus or School Activity Bus Emergency Procedure and Passenger Safety**

CHARTER SCHOOL shall ensure that all students who are transported in a school bus or school activity bus receive instruction in school bus emergency procedures and passenger safety.

#### **Instruction for Students who were not Previously Transported in a School Bus**

Upon registration, the parents/guardians of students who were not previously transported in a school bus or school activity bus and who are in kindergarten through grade 6, inclusive, shall be provided with written information on school bus safety. This information shall include, but not be limited to, the following:

1. A list of school bus stops near the student's home.
2. General rules of conduct at school bus loading zones, such as:
  - a. While waiting for the school bus to arrive, students must stand single file in an orderly and well-behaved line.
  - b. Students are not to play in or be in the street or private property.
  - c. Students shall be on the proper side of the street before the bus arrives at the bus stop.
  - d. Students should arrive at their bus stop five minutes prior to the scheduled leaving time.
  - e. If the student is late and needs to cross the street that the bus is stopped on, the student must wait for the bus driver to escort the student across the street.
  - f. Students should not approach the bus until it comes to a complete stop at the stop;
  - g. Students should board and exit the bus in an orderly fashion, with no pushing or shoving.
  - h. Students should understand the bus driver is in charge at all times, and students should follow the bus driver's directions.
  - i. The driver will immediately activate the red flashing crossover lights and stop arm if so equipped.
  - j. Animals, birds, reptiles, fish, insects, breakable containers, weapons, or any object or substance that could be hazardous will not be transported on the bus.
3. Red light crossing instructions, consistent with this Plan.
4. School bus danger zone(s).
5. Walking to and from school bus stops.

#### **Instruction for all Students Prior to Departure on School Trip**

Finally, prior to departure on a school activity trip, CHARTER SCHOOL shall provide safety instruction to all students riding in a school bus or school activity bus. This instruction shall include, but not be limited, to the following:

1. Location of emergency exits; and
2. Use of emergency equipment.
  - a. Instruction may also include responsibilities of passengers seated next to an emergency exit.
3. Instruction on how to use the passenger restraint systems, including but not limited to the following:
  - a. Proper fastening and release of the passenger restraint system;
  - b. Acceptable placement of passenger restraint systems on students;
  - c. Times when the passenger restraint systems should be fastened and released; and
  - d. Acceptable placement of the passenger restraint systems when not in use.

#### **Operation of School Bus or School Activity Bus when Visibility Reduced to 200 Feet or Less**

Pursuant to Vehicle Code section 34501.6, CHARTER SCHOOL is required to adopt procedures that limit the operation of school buses and school activity buses when atmospheric conditions reduce visibility on the

roadway to 200 feet or less during regular home to school transportation service. Bus drivers of school activity buses shall have the authority to discontinue school activity bus operation if the driver determines that it is unsafe to continue operation because of reduced visibility.

For purposes of this Plan, the procedures for school bus drivers shall be as follows:

- 1. The school bus driver will notify the Executive Director that atmospheric conditions have reduced visibility to 200 feet or less.
- 2. The Executive Director may consult with legal counsel as needed.
- 3. The Executive Director may direct that school bus activity will be suspended or delayed for a minimum of one (1) hour through an indefinite suspension or delay if required by the conditions. The length of time for the suspension or delay of school bus services shall be at the discretion of the Executive Director.

**School Employees and Parent/Guardian as Chaperones and Drivers (Private Passenger Vehicles)**

As field trips and excursions are an integral part of the Charter School learning experience, parents are encouraged to participate in an assisting role with students. The Executive Director or the coordinating teacher will provide parents and guardians with specific supervisory guidelines prior to any Charter School group trip involving students. Topics to be included are safety regulations, emergency responses, and responsibilities of the parent volunteers and language or behavior requirements of all attendees.

A participating parent or guardian may be assigned to a specific group of students to supervise and will be responsible for these students at all times during the field trip or excursion. Under no circumstances will a parent or guardian consume alcohol or use controlled substances (except for medications taken under a physician's orders) during a field trip or excursion. The parent or guardian will notify the coordinating teacher, in advance of the field trip or excursion, should he/she be under a physician's orders and using medications.

Parent/guardian or staff may transport students in their private vehicles for field trips. Parents may decline permission for their child to be transported by a staff member/other parent or guardian in a private passenger vehicle, in which case that student will be responsible for his/her own transportation.

All adults taking out-of-state field trips or excursions (including athletics meets and games), and all parents or guardians of pupils taking out-of-state field trips or excursions (including athletics meets and games) are required to sign a statement waiving all claims against Charter School, its employees, and the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion (including athletics meets and games).

At all times during the field trip or excursion, employee and volunteer drivers will use the safest mode of transportation and the safest and most direct routes of travel. If travel is not by bus, the legal occupancy limit of ten (10) occupants (including the driver) must not be exceeded, all speed notices must be strictly adhered to and students are to be seated with individual seatbelts at all times.

CHARTER SCHOOL shall take reasonable precautions to ensure that all employees and volunteers who transport students are responsible and capable operators of the vehicles to be used and ensure compliance with Driver Requirements as follows:

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Employee or volunteer drivers who offer to provide transportation for a field trip or excursion (including athletics meets and games) must provide a copy of the following:

1. Proof of liability insurance for their vehicle with a minimum of \$100K/\$300K coverage.
2. A copy of their Driver's License and Vehicle Registration.
3. A written statement acknowledging that their insurance carrier is the primary agent responsible for insurance during the field trip or excursion.
4. A criminal background check conducted by the California Department of Justice ("DOJ"). Employees or volunteers whose DOJ report reveals a Driving Under the Influence conviction shall not be permitted to transport students or operate any vehicle on Charter School business for ten (10) years from the date of the conviction. Any employee or volunteer convicted of a felony shall not be permitted to transport Charter School students on Charter School business.
5. A Department of Motor Vehicles record. Employees or volunteers with driving records with two (2) points or more shall not be permitted to transport students or operate any vehicle for Charter School field trips and excursions.

Each of these items will be provided to the Executive Director or coordinating teacher prior to driving on a field trip or excursion.

Under no circumstances shall students transport other students.

For the employee's/volunteer's safety and that of all the students in his/her car, the following rules apply:

1. All Charter School rules apply to students in the car. Employee/volunteer drivers are free to appropriately manage student behavior as necessary to maintain safety.
2. All California driving laws must be followed including child restraint laws: no texting or distracted driving, hands-free phone use only.
3. No movies may be shown in vehicles.
4. No side trips allowed, including gasoline stops. Please be sure to have enough gas before leaving on the trip.
5. Maps and directions from the teacher/coach should be reviewed prior to leaving.
6. No purchases for students should be made on the field trip/excursion including food or treats for students in the car.
7. Call the Charter School office immediately if there is a problem.

**Non-Discrimination Statement**

Audeo II ("charter school") is committed to equal opportunity for all individuals in education. Audeo II shall promote programs which ensure that discriminatory practices are eliminated in all school activities.

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Audeo II does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

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Audeo II adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA").

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

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

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

The Charter School is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination in Employment Act of 1967; The Age Discrimination Act of 1975; the IDEA; and Section 504 and Title II of the ADA (mental or physical disability).

Audeo II also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

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Audeo II does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which Audeo II does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. Audeo II will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Audeo II Uniform Complaint Procedures ("UCP") Compliance Officer:

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Lynne H. Alipio  
Chief Business Officer and CFO  
(858) 678-2048  
10170 Huennekens Street  
San Diego, CA 92121

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

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

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Board Policy #: 3361¶

Adopted/Ratified: February 22, 2018¶

Amended Date: February 17, 2021

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students’ ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, AUDEO II (or “Charter School”) prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school administrative offices, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

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

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

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

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**Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):**

Tim Tuter  
Executive Director  
858-678-2042  
ttuter@altusschools.net

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**Definitions**

**Prohibited Unlawful Harassment**

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

**Prohibited Unlawful Harassment under Title IX**

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. § 106.1 *et seq.*) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution’s admissions and employment practices, is

prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by the Charter School.

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

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

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

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

### **Prohibited Bullying**



**Bullying** is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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

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

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

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

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

**Formal Complaint of Sexual Harassment** means a written document filed and signed by a complainant who is participating in or attempting to participate in AUDEO II's education program or activity or signed by the

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Coordinator alleging sexual harassment against a respondent and requesting that AUDEO II investigate the allegation of sexual harassment.

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

### **Bullying and Cyberbullying Prevention Procedures**

AUDEO II has adopted the following procedures for preventing acts of bullying, including cyberbullying.

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#### **1. Cyberbullying Prevention Procedures**

AUDEO II advises students:

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- a. To never share passwords, personal data, or private photos online.
- b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- d. To consider how it would feel receiving such comments before making comments about others online.

AUDEO II informs Charter School employees, students, and parents/guardians of AUDEO II's policies regarding the use of technology in and out of the classroom. AUDEO II encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

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#### **2. Education**

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

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

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

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AUDEO II informs employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

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#### **3. Professional Development**

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

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

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

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

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

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AUDEO II encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for AUDEO II's students.

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## **Grievance Procedures**

### **1. Scope of Grievance Procedures**

AUDEO II will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

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

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

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### **2. Reporting**

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

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

Tim Tuter  
Executive Director

858-678-2042  
[ttuter@altussschools.net](mailto:ttuter@altussschools.net)

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

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

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

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

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

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

**3. Supportive Measures**

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

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

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#### 4. Investigation and Response

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

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

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

- Notice of the Allegations

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

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- Emergency Removal

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

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- Informal Resolution

- If a formal complaint of sexual harassment is filed, AUDEO II may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If AUDEO II offers such a process, it will do the following:
  - Provide the parties with advance written notice of:
    - The allegations;
    - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
    - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
    - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and

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- Obtain the parties' advance voluntary, written consent to the informal resolution process.
- AUDEO II will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

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- Investigation Process

- The decision-maker will not be the same person(s) as the Coordinator or the investigator. AUDEO II shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
- In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, AUDEO II will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

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- Dismissal of a Formal Complaint of Sexual Harassment

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

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- Determination of Responsibility

- The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
- AUDEO II will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
  - The allegations in the formal complaint of sexual harassment;
  - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
  - The findings of facts supporting the determination;
  - The conclusions about the application of AUDEO II's code of conduct to the facts;
  - The decision and rationale for each allegation;
  - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and

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- The procedures and permissible bases for appeals.

5. Consequences

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

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6. Right of Appeal

Should the reporting individual find AUDEO II's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of AUDEO II's decision or resolution, submit a written appeal to the Chairperson of the Board, who will review the investigation and render a final decision.

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

- The complainant and the respondent shall have the same appeal rights and AUDEO II will implement appeal procedures equally for both parties.
- AUDEO II will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

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7. Recordkeeping

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

AUDEO II will maintain the following records for at least seven (7) years:

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

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Educational Equity and Immigration Status Policy

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Board Policy #: ¶  
Adopted:

Audeo Charter School II ("Charter School") recognizes and honors the attainment of education for the betterment of the individual and the community, and is committed to fostering a positive school environment in which students, educators, and staff feel safe, welcomed, supported, and connected. Charter School will provide a safe, secure, and peaceful learning environment for all students and staff. Charter School defines sensitive or safe locations to include its schools, official activities of its schools, including those occurring in public places and adjacent areas, and all of Charter School property, included but not limited to, facilities owned, controlled by, or leased by Charter School. Where outside contractors or service providers (particularly school resource officers) are regularly present at sensitive or safe locations or have access to student information, Charter School shall seek commitments from those parties not to facilitate immigration enforcement at any of the Charter School's sensitive or safe locations unless required by law.

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Information about children's rights to a free education regardless of immigration status or religious beliefs and the Attorney General's *Know Your Rights* handout will be provided to students and parents upon enrollment to Charter School.

All notices provided to parents pursuant to AB 699 shall be language-accessible in compliance with state and federal laws. Enrollment, registration, and uniform complaint procedures information provided on the Charter School website shall be language-accessible in compliance with state and federal laws.

### **Responding to Hate Crimes and Bullying**

Charter School has adopted and publicized a *Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy* and provides annual notice of same to families. The Policy expressly prohibits discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics set forth in Section 422.55 of the Penal Code, including immigration status, and Section 220 of AB 699, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration or citizenship status, religion, religious affiliation, creed, color, citizenship, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, pregnancy, childbirth or related medical conditions, association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation. The Policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means. In accordance with the *Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy* and its *Uniform Complaint Policy and Procedures*, Charter School will promptly and thoroughly investigate any complaint of unlawful harassment, discrimination, intimidation, or bullying that constitute a hate crime or are otherwise based on actual or perceived characteristics listed above, and take appropriate corrective action, if warranted.

Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other. Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived religion, immigration status, or citizenship) and about the negative impact of bullying other students based on these protected characteristics.

Charter School shall train teachers, staff, and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above.

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Charter School shall inform students who are victims of hate crimes of their right to report such crimes.

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Complete copies of the *Uniform Complaint Policy and Procedures* and the *Title IX, Harassment, Discrimination, Intimidation, and Bullying Policy* are available for review at the administration office.

### **Gathering and Managing Student and Family Information**

School has adopted an *Educational Records and Student Information Policy* to apply to all educational records and student information maintained by Charter School and provides annual notice of same to all families. Appropriate personnel shall receive training regarding those policies and procedures.

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Additionally, Charter School shall observe the following:

- Except as required by state or federal law or as required to administer a state or federally supported education program, Charter School officials and employees will not collect information or documents regarding citizenship or immigration status of pupils or their family members.
- If Charter School possesses information that could indicate immigration status, citizenship status, or national origin information, Charter School will not use the acquired information to discriminate against any student or families or bar children from enrolling in or attending school.
- If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status, or national origin, Charter School will not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.
- Charter School will not allow school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.
- Charter School will not inquire specifically about a student's citizenship or immigration status or the citizenship or immigration status of a student's parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student's immigration status, such as a green card, voter registration, a passport, or citizenship papers.

#### Admissions and Enrollment

As a charter school, Charter School is open to all students who wish to attend, regardless of residency. Notwithstanding this and where permitted by law, Charter School shall accept alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status, citizenship status, or national origin, and that do not reveal information related to citizenship or immigration status.

Charter School will accept the following list of documents as reasonable evidence of residency:

- Property tax payment receipts
- Rental property contract, lease, or payment receipts
- Utility service contract, statements, or payment receipts
- Pay stubs
- Voter registration
- Correspondence from a government agency
- Declaration of residency executed by the parent or legal guardian of the student
- Note: documents, information, or proof relating to citizenship or immigration status of students will never be requested for the enrollment process.

However, please note: (1) that parents and guardians are not required to provide each and every document listed and that (2) in accordance with the McKinney-Vento Homeless Assistance Act, Charter School will immediately enroll a homeless child or youth even if he or she is unable to provide proof of residency or age or other documentation normally required for enrollment.

Charter School will accept the following list of documents as reasonable evidence of age:

- Certified copy of birth record

- Statement by the local registrar or county recorder certifying date of birth
- Baptism certificate
- Passport
- When none of the foregoing is obtainable, an affidavit of the parent, guardian, or custodian, or any other appropriate means of proving the child's age.

Documents, information, or proof relating to citizenship or immigration status of students will never be requested for the enrollment process. Where any law requires submission of national origin related information to satisfy the requirements of a special program, Charter School personnel will solicit that documentation or information separately from the enrollment process.

#### *Social Security Information:*

Charter School will not collect entire social security numbers or cards or a statement that the parent or guardian does not possess a Social Security number for the purposes of enrollment, and failure to provide this information will not bar a student from enrolling or attending Charter School. However, the last four digits of an adult household member's Social Security number may be solicited and/or collected if required to establish eligibility for federal benefit programs such as free or reduced-price meals. This Social Security information will only be collected for the limited purpose of establishing eligibility for federal benefit programs and will not affect student enrollment. If no adult household member has a Social Security number, the student still can qualify for free or reduced- price meals, if the family meets the income eligibility requirements.

#### **Sharing Student and Family Information**

Charter School will avoid the disclosure of information that might indicate a student's or family's citizenship or immigration status if the disclosure is not authorized by the Family Educational Rights and Privacy Act (FERPA). Charter School requires written parental or guardian consent for release of student information unless the information is relevant for a legitimate education interest or includes directory information only.

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Neither exception permits disclosing information to immigration authorities for immigration-enforcement purposes; no student information shall be disclosed to immigration authorities for immigration-enforcement purposes without a court order or judicial subpoena. A copy of the complete *Education Records and Student Information Policy* is available for review in the administration office.

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Charter School's request for written parental or guardian consent for release of student information must include:

- (a) The signature and date of the parent, guardian, or eligible student providing consent;
- (b) A description of the records to be disclosed;
- (c) The reason for the release of information;
- (d) The parties or class of parties receiving the information; and
- (e) If requested by the parents, guardians, or eligible student, a copy of the records to be released.

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The parent, guardian, or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information that this not otherwise subject to release, Charter School shall not release the information. Charter School will permanently keep the consent notice with the record file.

Charter School personnel shall take the following steps upon receiving an information request related to a student's or family's immigration or citizenship status:

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- (a) Notify a designated Charter School official about the information request.
- (b) Provide students and families with appropriate notice and a description of the immigration officer's request.
- (c) Document any verbal or written request for information by immigration authorities.
- (d) Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order. Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on the local educational agency prohibits disclosure, Charter School shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

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### **Responding to Immigration Enforcement on Campus**

No visitor – which include immigration-enforcement officers – shall enter or remain on school grounds of the Charter School during school hours without having registered with the principal or designee. If there are no exigent circumstances necessitating immediate action, and if the immigration officer does not possess a judicial warrant or court order that provides a basis for the visit, the officer must provide the following information to the principal or designee:

- 1. Name, address, and occupation;
- 2. Age, if less than 21;
- 3. Purpose of entering school grounds;
- 4. Proof of identity; and
- 5. Any other information as required by law

Charter School requires that any visitor, including immigration enforcement officers, must not interrupt students and faculty during class time for immigration enforcement or other purposes, and must instead wait until a designated break period prior to or following a class period to carry out their judicial warrant or court order. A complete copy of the Charter School Visitor and Volunteer Policy is available for review in the administration office.

Charter School has posted signs at the entrance of its school grounds to notify outsiders of the hours and requirements for registration.

#### **Procedures for Responding to On-Campus Immigration Enforcement**

As early as possible, Charter School personnel will notify the Superintendent or designated administrator of any request by an immigration-enforcement officer for student access or access to school grounds for purposes related to immigration enforcement, or any requests for review of school documents (including for the services of lawful subpoenas, petitions, complaints, warrants, etc.

In addition, Charter School personnel will take the following steps in response to an officer present on the school campus specifically for immigration-enforcement purposes:

1. Advise the officer that before proceeding with his or her request, and absent exigent circumstances, school personnel must first receive notification and direction from the Executive Director.
2. Ask to see, and make a copy of or note, the officer's credentials (name and badge number). Also ask for and copy or note the phone number of the officer's supervisor.
3. Ask the officer his/her reason for being on school grounds and document it.
4. Ask the officer to produce a documentation that authorizes school access.
5. Make a copy of all documents provided by the officer. Retain one copy of the documents for the school records.
6. If officer declares that exigent circumstances exist and demands immediate access to the campus, Charter School personnel should comply with the officer's orders and immediately contact the Executive Director.
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation. If the immigration-enforcement officer has:
  - a. An ICE warrant, Charter School personnel shall inform the agent that he or she cannot consent to any request without first consulting with the Charter School's counsel or other designated agency official
  - b. A federal judicial warrant, such as a search-and-seizure warrant or an arrest warrant; prompt compliance is usually legally required. If feasible, consult with the Charter School's legal counsel or designated administrator before providing the agent access to the person or materials specified in the warrant
  - c. Subpoena for production of documents or other evidence
    - i. Immediate compliance is not required. Therefore, Charter School personnel shall inform the Charter School's legal counsel or other designated official of the subpoena, and await further instructions on how to proceed
8. While Charter School personnel should not consent to access by an immigration-enforcement officer, except as described below, he/she should not attempt to physically impede the officer, even if the officer appears to be exceeding authorization given under a warrant or document. If an officer enters the premises without consent, Charter School personnel shall document his or her actions while on campus
9. After the encounter with the officer, the Charter School shall promptly take written notes of all interactions with the officer. The notes shall include the following items:
  - a. List or copy of the officer's credentials and contact information;
  - b. Identity of all school personnel who communicated with the officer;
  - c. Details of the officer's request;
  - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant/subpoena, and whether the warrant/subpoena was signed by a judge;
  - e. Charter School personnel's response to the officer's request;
  - f. Any further action taken by the agent; and
  - g. Photo or copy of any documents presented by the agent
10. Charter School personnel shall provide a copy of those notes, and associated documents collected from the officer, to the Charter School's legal counsel or other designated agency official.

11. In turn, Charter School's legal counsel or other designated official] shall submit a timely report to the Charter School Board of Directors regarding the officer's requests and actions and Charter School's response(s).

12. E-mail the Charter School Board of Directors and Bureau of Children's Justice in the California Department of Justice, at [BCJ@doj.ca.gov](mailto:BCJ@doj.ca.gov), regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes

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Charter School personnel shall immediately notify the student's parents or guardians if a law-enforcement officer requests or gains access to a student for immigration-enforcement purposes, unless such access was in compliance with a judicial warrant or subpoena that restricts the disclosure of the information to the parent or guardian.

Charter School personnel shall receive consent from the student's parent or guardian before a student can be interviewed or searched by any officer seeking to enforce the civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge, or presents a valid, effective court order.

### **Responding to the Detention or Deportation of a Student's Family Member**

Charter School shall encourage that families and students have and know their emergency phone numbers and know where to find important documentation, including birth certificates, passports, Social Security cards, doctors' contact information, medication lists, lists of allergies, etc., which will allow them to be prepared in the event that a family member is detained or deported.

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Charter School shall permit students and families to update students' emergency contact information as needed throughout the school year, and provide alternative contacts if no parent or guardian is available. Charter School shall ensure that families may include the information of an identified trusted adult guardian as a secondary emergency contact in case a student's parent or guardian is detained. Charter School shall communicate to families that information provided within the emergency cards will only be used in response to specified emergency situations, and not for any other purpose.

In the event a student's parent/guardian has been detained or deported by federal immigration authorities, Charter School shall use the student's emergency card contact information and release the student to the person(s) designated as emergency contacts. Alternatively, Charter School shall release the student into the custody of any individual who presents a Caregiver's Authorization Affidavit on behalf of the student.

Charter School shall only contact Child Protective Services if the [local educational agency] personnel are unsuccessful in arranging for the timely care of the child through the emergency contact information that the school has, a Caregiver's Authorization Affidavit, or other information or instructions conveyed by the parent or guardian.

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Family Safety Plan

To the extent possible, Charter School will facilitate a family's development of a *Family Safety Plan* to be stored at a location known by the student. Such a plans may identify a trusted adult who can care for the student if no parent or guardian can do so. Students should know that the trusted adult is the person who the student should contact if his or her parents and/or guardians are detained or deported, and how to reach the trusted adult.

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### Additional Resources

In the event that a student's family member is detained, Charter School may refer the student and his or her family members to other resources, including, but not limited to:

- (1) ICE Detainee Locator
  - (<https://locator.ice.gov/odls/homePage.do>)
- (2) Legal Assistance
  - There are several legal aid organizations that may be able to provide legal assistance to secure the release of a student's detained parent, or to help arrange for the student to visit the parent
  - A list of California organizations accredited by Board of Immigration Appeals (BIA) to represent immigrants before the Department of Homeland Security (DHS) and Executive Office of Immigration Review (EOIR)
- (3) Consulate or Embassy
  - The consulate or embassy of the parent's or guardian's country of origin may be able to offer additional information and assistance

Charter School will also ensure that the attorneys who they refer students to are licensed and in good standing with the State bar of California, by checking online at <http://www.calbar.ca.gov/Attorneys>

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## **Student Freedom of Speech and Expression Policy**

Audeo Charter School II ("Charter School") respects students' rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

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Board Policy #:3390 ¶

Approved: February 9, 2011¶

Amended: February 22, 2018; February 17, 2021

Deleted: The Board of Directors of Student Success Programs, Inc. hereby adopts this Student Freedom of Speech/Expression Policy to apply to Audeo Charter School and The Charter School of San Diego, hereafter collectively referred to as "Charter School." ¶  
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### **Definitions**

1. **"Obscenity"**: when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.
2. **"Defamation"**: Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.
3. **"Discriminatory Material"**: material that demeans a person or group because of the person/group's disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived

characteristics or any other basis protected by federal, state, local law, ordinance or regulation that has the purpose of humiliating, offending, or provoking a person/group.

4. *"Harassment (including sexual harassment), Intimidation and/or Bullying"*: severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: (1) placing a reasonable student or students in fear of harm to that student's or those students' person or property, (2) causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health, (3) causing a reasonable student to experience a substantial interference with his or her academic performance, (4) causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
5. *"Fighting Words"*: words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.
6. *"Vulgarity and/or Profanity"*: the continual use of curse words by a student, even after warning.
7. *"Violating Privacy"*: publicizing or distributing confidential or private material without permission.

#### *On-Resource Center Expression*

Student free speech rights include, but are not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. Student expression on the Charter School website and online media shall generally be afforded the same protections as print media within the Policy.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following: obscenity; defamation; discriminatory material; harassment (including sexual harassment), intimidation and/or bullying; fighting words; vulgarity and/or profanity; or violating privacy as defined above.

#### A. Distribution of Circulars, Un-Official Newspapers, and Other Printed Matter

Free inquiry and exchange of ideas are essential parts of a democratic education. Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the Executive Director or designee at least one (1) school day prior to distribution. The Executive Director or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy. Any student may appeal the decision of the Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.
2. Distribution, free or for a fee, may take place before school, after school, and/or during lunch provided there is no substantial disruption in the school programs (as determined by the Executive Director, . Distribution

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may not occur during instructional time and should not occur in locations that disrupt the normal flow of traffic within the school or at site entrances.

3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.
4. The solicitation of signatures must not take place in school offices, nor be substantially disruptive to resource center activities (as determined by the School Coordinator or the school's administrator, including but not limited to tutoring and group study).

#### B. Official School Publications

As a small independent student learning environment, the Charter School does not currently have school publications. Should the Charter School begin utilizing a pupil-operated publication in the future, Student editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this Policy. However, it shall be the responsibility of the journalism staff adviser(s) of student publications to supervise the production of the student staff, to maintain professional standards of English and journalism, and to maintain the provisions of this Policy.<sup>1</sup> The journalism staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this Policy. Charter School officials shall have the burden of showing justification without undue delay prior to a limitation of student expression under this Policy. If the journalism staff adviser(s) consider material submitted for publication to violate this Policy, he or she will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student should be given the opportunity to modify the material or appeal the decision of the journalism staff adviser to the Executive Director.

#### C. Buttons, Badges, and Other Insignia of Symbolic Expression

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

#### D. Use of Bulletin Boards

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials in resource center locations convenient to student use. Posted material must be in compliance with other sections of this Policy, particularly regarding the distribution of materials and prohibited speech. Students may not post or distribute materials regarding the meetings of non-curricular student-initiated groups.

#### E. Organized Demonstrations

Students have the right to lawful organized resource center demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite students to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the school are prohibited.

No organized demonstrations by school groups may take place off-site during school hours unless sanctioned by school authorities and supervised by a designated school authority. No individual student may demonstrate in the name of the Charter School or as an official school group at any time unless authorized by the Charter School to participate in the activity.

<sup>1</sup> "Official school publications" refers to material produced by students in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.



No student may participate in an organized demonstration that occurs during the hours of mandatory school attendance unless sanctioned by the Charter School and supervised by a designated Charter School employee. Missing school to attend an organized demonstration is not an excused absence. The Charter School will follow its Attendance Policy when determining consequences for students which may include but are not limited to detention, a low grade for a missed test, or receiving a truancy letter. The Charter School will follow its Suspension and Expulsion Policy when determining consequences for students if Charter School policy is violated.

#### F. Student Speeches

If a student is selected to speak at a Charter School sponsored event, including but not limited to graduation or school events, Charter School has the right to review the pre-prepared speech to ensure that unprotected speech is not included. If unprotected speech is included, the student will be given the opportunity to revise the speech or deliver a modified speech. If not revised or removed, the student will not be permitted to speak at the Charter School sponsored event.

#### Off-Site Expression

Off-site student expression, including but not limited to student expression on internet web sites not accessed from the resource centers, is generally constitutionally protected but shall be subject to discipline when such expression poses a threat to the safety of other students, staff, or Charter School property, or substantially disrupts the educational program. The Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program.

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#### Enforcement

1. Upon learning that students are considering actions in the areas covered by this Policy they will be informed of the possible consequences of their action under each specific circumstance. The Executive Director shall ensure that due process is followed when resolving disputes regarding student freedom of expression.
2. This Policy does not prohibit or prevent the Charter School Governing Board from adopting otherwise valid rules and regulations relating to oral communications by students upon the resource center premises.
3. No Charter School employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.
4. Charter School shall not make or enforce a rule subjecting a student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of a resource center, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

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#### Complaints

A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint by contacting the Charter School's Executive Director.

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Teacher Qualifications

Our school focuses on delivering a strong standards-based and personalized educational program. Professional development for teachers, communication with parents, and opportunities for tutoring have always been common practice at the school.

We have a rigorous selection process and we believe our teachers are outstanding. We not only hire teachers who are strong academically, we choose people:

- who will work with both the family and the student,
- who will go above and beyond in helping your child develop workplace skills like responsibility and dependability,
- who will assess your child’s strengths and build on them,
- who will provide support for their areas of weakness, and
- who will help your child succeed both personally and academically.

Your child is attending a school receiving Title I federal funds through the Elementary and Secondary Education Act (ESEA). At the beginning of each school year, local educational agencies receiving Title I funds are required to notify parents whose student(s) attend a Title I school that they may request, and the agency will provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student’s classroom teachers, including at a minimum:

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1. Whether the student’s teacher:

- Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
- Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
- Is teaching in the field of discipline of the certification of the teacher.

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

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Parents are invited to seek further information on their specific teacher’s or paraprofessional’s professional qualifications.

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Communication

Audeo II seeks to convey the most current, accurate information possible to our parents and students. This includes the use of surveys and periodic **AlertNow** automated messages to your contact numbers. These messages will contain timely, important information. In addition, please “Like” our Facebook page ([www.facebook.com/Altus4U](http://www.facebook.com/Altus4U)) to keep up-to-date on all Audeo II information.

**Deleted:** We are sure you know your child’s teacher and qualifications very well, but the law gives you the right to request information about:¶  
Whether the teacher has met the criteria for grade levels and subject areas taught;¶  
Whether the teacher is teaching under an emergency credential or license, or other provisional status;¶  
The baccalaureate degree major of the teacher and any graduate degree held by the teacher, and the field of discipline of that degree; ¶  
The qualifications of the paraprofessional in your child’s classroom.¶

As we encourage our students to succeed and be accountable for their work, we expect the same for our organization and our employees. If you have suggestions, ideas, or concerns, please feel free to discuss it with your student’s teacher.

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Uniform Complaint Policy and Procedures (“UCP”)

Board Policy #: 1500  
Adopted/Ratified: May 5, 2009  
Amended Dates: June 29, 2015; March 10, 2016; August 26, 2020;

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The Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School, and Sweetwater Secondary School (“Audeo” or “Charter School”) policy is to comply with applicable federal and

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state laws and regulations. The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

### Scope

This complaint procedure is adopted to provide a uniform system of complaint processing ("UCP") for the following types of complaints:

- (1) Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group, on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.
- (2) Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Adult Education;
  - Career Technical and Technical Education;
  - Career Technical and Technical Training;
  - Child Care and Development Programs;
  - Consolidated Categorical Aid;
  - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public schools, Migratory Children and Children of Military Families;
  - Every Student Succeeds Act;
  - Migrant Education Programs;
  - Regional Occupational Centers and Programs, and
  - School Safety Plans.
- (3) Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
  - a. "Educational activity" means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
  - b. "Pupil fee" means a fee, deposit or other charge imposed on students, or a student's parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
    - i. A fee charged to a student 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.
    - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.

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

c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 – 52077, including an allegation of a violation of Education Code sections 47605.5 or 47607.3, as referenced in Education Code Section 52075, regarding local control and accountability plans.

d. If the Charter School finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, Audeo shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected students, parents/guardians, subject to procedures established through regulations adopted by the state board.

e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or, Audeo, and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

(4) Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or LCAP under Education Code sections 47606.5 and 47607.3, as applicable.

(5) If Audeo adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49190-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 – 15584.

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

Audeo acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) the confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. Charter School cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the Charter School will attempt to do so as appropriate. Charter School may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Chief Business Officer ("CBO") or designee on a case-by-case basis. Audeo shall ensure that complainants are protected from retaliation.

#### **Compliance Officers**

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure the Charter School's compliance with law:

Lynne H. Alipio  
Chief Business Officer and CFO

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10170 Huennekens Street  
 San Diego, CA 92121  
 (858) 678-2048

The CBO or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the CBO or designee.

Should a complaint be filed against the CBO, the compliance officer for that case shall be the Chairperson of the Charter School Board of Directors.

#### **Notifications**

The CBO or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be available on Audeo's website. Audeo shall annually provide written notification of the Charter School's uniform complaint procedures to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

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The annual notice shall be in English. When necessary, under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in the Charter School speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language  
The annual notice shall include the following:

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1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that Audeo is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that Audeo is operating pursuant to Title 22 licensing requirements.
3. A statement that Audeo is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
7. A statement that the complainant has a right to appeal the Charter School's decision to the CDE by filing a written appeal within thirty (30) calendar days of Audeo's decision, except if Audeo has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals Audeo's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
9. A statement that if Audeo finds merit in a UCP complaint, or the CDE finds merit in an appeal, Audeo shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code §section 262.3.
11. A statement that copies of Audeo's UCP shall be available free of charge.

#### **Procedures**

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The following procedures shall be used to address all complaints, which allege that the Charter School has violated federal or state laws or regulations enumerated in the section "Scope", above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

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All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

• **Step 1: Filing of Complaint**

Any individual, including a person's duly authorized representative or an interested third party, public agency or organization may file a written complaint of alleged noncompliance of unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy. A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the CBO or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the CBO or designee shall be made in writing. The period for filing may be extended by the CBO or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The School Coordinator shall respond immediately upon a receipt of a request for extension.

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All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Audeo Board of Directors approved the LCAP or the annual update was adopted by the Audeo.

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The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

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Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, the Charter School staff shall assist the complainant in the filing of the complaint.

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• **Step 2: Mediation**

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

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Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

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If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

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The use of mediation shall not extend the Charter School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

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• **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

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The complainant and/or the complainant's representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint. A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

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The Charter School's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

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#### • **Final Written Decision**

Audeo shall issue an investigation report (the "Decision") based on the evidence. Audeo's decision shall be in writing and sent to the complainant within sixty (60) calendar days of Audeo's receipt unless the timeframe is extended with the written agreement of the complainant. Audeo's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

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The Decision shall include:

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1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether Audeo is in compliance with the relevant law.
3. Corrective actions, if Audeo finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal Audeo's decision within thirty (30) calendar days to the CDE, except when Audeo has used its UCP to address complaints that are not subject to the UCP requirements
5. Procedures to be followed for initiating such an appeal.

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If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of the Charter School's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

#### **Appeals to the California Department of Education**

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with Audeo and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

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1. Audeo failed to follow its complaint procedures.
2. Relative to all allegations of the complaint, Audeo's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in Audeo's Decision are not supported by substantial evidence.

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4. The legal conclusion in Audeo's Decision is inconsistent with the law.

5. In a case in which Audeo's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE, that the complainant has appealed the Decision, the CBO or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.

2. A copy of the Decision.

3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.

4. A report of any action taken to resolve the complaint.

5. A copy of the Charter School's complaint procedures.

6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to Audeo for resolution as a new complaint. If the CDE notifies the Charter School that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, the Charter School will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusion of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decisions remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by the Charter School when one of the conditions listed in C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, Charter School has not taken action within sixty (60) calendar days of the date of the complaint was filed with the Charter School.

#### **Civil Law Remedies**

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

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A copy of the UCP shall be available upon request free of charge on the school website. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Executive Director.

## **Student Fees Policy**

This student fees policy has been adopted by the Board of Directors in compliance with the provisions of Article IX, section 5 of the California Constitution, and Assembly Bill 1575 ("AB 1575") (effective January 1, 2013), which prohibit the charging of any student fees for participation in an educational activity at a public school. This Policy applies to Audeo Charter School II ("Audeo" or "Charter School").

### **General Statement of Policy**

No student enrolled in Charter School shall be required to pay a student fee for participation in Charter School's educational activity unless specifically authorized by law.

#### **I. Definitions**

"Educational activity" means any activity offered by the Charter School that constitutes an integral fundamental part of a student's education, including, but not limited to, curricular and extracurricular activities.

"Pupil fee" means a fee, deposit, or other charge imposed on students, or a student's parents or guardians, in violation of Section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers. Pursuant to Education Code section 49010, prohibited student fees include, but are not limited to, the following:

- (a) fees charged as a condition for registering for school or classes, or as a condition for participation in a class or any extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit;
- (b) a security deposit, or other payment, that a student is required to make to obtain a book, class apparatus, laptop, I-Pad, e-reader or other materials or equipment;
- (c) purchase that a pupil is required to make to obtain materials, supplies, equipment, or uniforms associated with an educational activity.

#### **II. Policy Against Unlawful Pupil Fees**

1. All supplies, materials, and equipment needed for students to participate in the Charter School's educational activities shall be provided to students by the school free of charge.
2. Charter School does not use a fee waiver policy to make any student fee permissible.
3. Charter School does not have a "two-tier" educational system. Students who purchase additional supplies not provided free-of-charge by Charter School, or students who make voluntary donations to the Charter School's programs and activities, are not provided a higher educational standard than students who do not.

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**Board Policy #:** 1850¶

**Adopted/Ratified:** September 11, 2014¶

**Amended:** February 17, 2021

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4. Charter School does not offer course credit or privileges related to educational activities in exchange for money or donations of goods or services from a student, and Charter School does not remove course credit or privileges related to educational activities, or otherwise discriminate against any student who does not or will not provide money or donations of goods or services to the school.
5. No fees shall be charged for inter district transfers, tuition or diplomas, mandatory caps and gowns, or admissions charges, whether for instruction or extracurricular, if part of the educational program. A cap and gown will be provided free of charge by the Charter School to graduating students and must be returned to the Charter School after the Graduation ceremony. Charter School may solicit voluntary donations of funds from students and parents of students to help cover the cost of cap and gown, but all students are provided access to a cap and gown, regardless of student or parent donation. Alternatively, students have the option to purchase their own cap and gown, which does not need to be returned to Charter School after the graduation ceremony.

### III. **Lawful Fees**

These prohibitions shall not be interpreted to prohibit the imposition of a fee, deposit, or other charge otherwise allowed by law. (Education Code § 49011(e).) These include the following:

1. Charter School Reasonable fees [up to an amount not to exceed \$10,000] for the replacement of lost, damaged or unreturned school supplies, such as school ID cards, library books, laptops, iPads, e-readers, or library late return fees.
2. Fees for field trips and excursions in connection with courses of instruction or school related social, educational, cultural, as long as no student is prevented from making the field trip or excursion because of lack of sufficient funds. Charter School may solicit voluntary donations of funds or services from students and parents of students to help fund the field trips that are part of the curriculum, but all students may participate regardless of student or parent donation.
3. Fees for optional attendance as a spectator at a school sponsored activity
4. Charges for food served to students, subject to free and reduced price meal program eligibility and other restrictions specified in law.
5. Charges for medical or hospital insurance for field trips that is made available by the Charter School.
6. Fees for outdoor science school camp programs or cadet corps program, so long as no student is denied the opportunity to participate because of nonpayment of the fee.
7. Reimbursement for the direct cost of materials provided to a student for property the student has fabricated from such materials for his/her own possession and use, such as wood shop, art, or CTE projects kept by the student.
8. Reimbursement for the actual cost of duplicating public records, student records, or a prospectus of the school curriculum. (Government Code § 6253; Education Code §

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49091.14). There are two exceptions: First, no charge shall be made for furnishing up to two transcripts of former pupils' records or up to two verifications of various records of former pupils. (Education Code § 49065.) Second, if the cost would effectively prevent the parent of a special education pupil from exercising the right to receive copies of pupil records, the copies shall be reproduced at no cost.

9. Fees for transportation to and from school, and transportation between school and regional occupational centers, programs or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student and provided there is a waiver provision based on financial need.
10. Fees for transportation of pupils to places of summer employment.
11. Tuition fees charged to pupils whose parents are actual and legal residents of an adjacent foreign country or an adjacent state.
12. Tuition fees collected from foreign students attending Charter School pursuant to an F-1 visa, equal to the full unsubsidized per capita cost of providing education during the period of attendance.
13. Fees for an optional fingerprinting program for kindergarten or other newly enrolled students, if the fee does not exceed the actual costs associated with the program.
14. Fees for community classes in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the community classes.
15. Charges for eye safety devices for a student to keep, at a price not to exceed the school's actual costs, so long as the school provides them free for use in specified courses or activities in which students are engaged in, or are observing, an activity or the use of hazardous substances likely to cause injury to the eyes.
16. Fees for Advanced Placement and International Baccalaureate Diploma examinations for college credit, so long as (1) taking the exam is not a course requirement and (2) the exam results have no impact on a pupil's grade or credit in a course. An LEA may fund all or part of the cost of the AP test fee for an economically disadvantaged high school pupil or the IB test fee for a low- or middle-income pupil.
17. Fees for After School Education and Safety Programs, so long as no eligible student is denied the ability to participate because of an inability to pay the fee.

Fees for childcare and development services, except that no fees shall be assessed to students enrolled in the program for severely disabled children as stated in Education Code § 8250(d) or families receiving CalWORKS cash aid. Fees for state preschool, except that no family fees shall be assessed to students placed in state preschool by an IEP or families receiving CalWORKS cash aid. (Education Code §§ 8239, 8259(d)(3), 8263(g), (h), 8265, 8447(g), 5600.) Fees for supervision of children before and after school, except that no child who desires to participate shall be denied the opportunity to participate because of inability to pay the fee. (Education Code §§ 8487 and 8488.)

#### IV. Voluntary Contributions

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Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or Charter School and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

Pupils, parents, and guardians are still encouraged (though not required) to make voluntary contributions or donations of time, money, or property and to participate in fund raising activities. Pupils may be encouraged to participate in fundraising activities through prizes or other recognition for voluntary participation.

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#### **V. Notice**

Students and parents of students will be provided a copy of this policy at the start of each school year as part of Charter School's Student and Parent Handbook.

#### **VI. Complaint and Remedy Procedures**

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Students, parents or guardians who believe they are being charged an impermissible pupil fee should contact the Executive Director or designee, or file a complaint pursuant to Charter School's Uniform Complaint Procedures Policy ("UCP") set forth in Student and Parent Handbook. As outlined in the UCP, complaints related to school fees may be made anonymously. Pupil fee complaints shall be filed not later than one year from the date the alleged violation occurred.

In the event Charter School finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, Charter School shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by Charter School to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board. Under 5 CCR § 4600(u), "reasonable efforts" means a public school's good faith attempts to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint, as follows:

- (1) Reasonable efforts to identify pupils who paid a pupil fee include but are not limited to researching existing school records, contacting pupils who were enrolled in or participating in the educational activity during the time the pupil fee was charged, and considering submissions of proof of payment of the pupil fee.
- (2) Reasonable efforts to fully reimburse all pupils, parents and guardians who paid a pupil fee include but are not limited to crediting the pupil's school financial account and sending reimbursement by first class mail to the pupil's last known primary address as contained in school or local educational agency records. If the school has knowledge that a pupil's last known address as contained in school or local educational agency records is no longer valid, the school may attempt to obtain a more recent address from any notices returned to the school or local educational agency by the United States Postal Service.

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Board Policy #: 3345¶

Adopted/Ratified: June 22, 2017¶

Amended Dates: October 21, 2020;

#### **Suicide Prevention Policy**

The Governing Board of Audeo Charter School ~~II~~ (“Charter School”) recognizes that suicide is a major cause of death among youth and should be taken seriously. In order to attempt to reduce suicidal behavior and its impact on students and families, the Governing Board has developed prevention strategies and intervention procedures.

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The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and post-vention.

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

### **Prevention and Instruction**

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students’ feelings of connectedness with the Charter School and is characterized by caring staff and harmonious interrelationships among students.

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

The Executive Director or designee may offer parents/guardians education or information which describes the severity of the youth suicide problem, the Charter School’s suicide prevention efforts, risk factors and warning signs of suicide, basic steps for helping suicidal youth, reducing the stigma of mental illness, and/or school and community resources that can help youth in crisis. California Department of Education youth suicide prevention information can be found at:  
<http://www.cde.ca.gov/ls/cg/mh/suicideprevres.asp>

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This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School Web page.

The Charter School’s instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. If offered or included in the Charter School’s instructional curriculum, suicide prevention instruction shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide.
2. Identify alternatives to suicide and develop coping and resiliency skills.
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent.
4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma

associated with seeking mental health, substance abuse, gender identity, or other support services.

### **Staff Development**

Suicide prevention training for staff may be designed to help staff identify and find help for students at risk of suicide. Materials approved by the Charter School for training shall include how to identify appropriate mental health services, at school facilities and within the larger community, and when and how to refer youth and their families to those services. The training may be offered under the discretion of the Executive Director and/or Governing Board and/or in cooperation with one or more community mental health agencies and may include information on:

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1. Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance abuse problems, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors.
2. Warning signs that may indicate suicidal intentions, including changes in students' appearance, personality, or behavior.
3. Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health.
4. School and community resources and services for students and families in crisis and ways to access them.
5. Charter School procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide.

### **Intervention and Emergency Procedures**

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly notify the Executive Director or designee. The Executive Director or designee shall then notify the student's parent/guardian as soon as possible and may also refer the student to mental health resources at the Charter School or in the community.

When a suicide attempt or threat is reported, the Executive Director or designee shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
  - a. Securing immediate medical treatment if a suicide attempt has occurred;
  - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
  - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.

2. Designate specific individuals to be promptly contacted, for example the school counselor, psychologist, nurse, Executive Director, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies.

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3. Document the incident in writing as soon as feasible.

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4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.

5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the school.

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

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

Students shall be encouraged through the education program and in school activities to notify a teacher, Executive Director, another school administrator, psychologist, school counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

#### **Employee Qualifications and Scope of Services**

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

A complete copy of the Suicide Prevention Policy is available on the school website.

#### ***Education for Homeless Children and Youth Policy***

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Board Policy #: 1750¶  
Adopted: June 23, 2021

The Governing Board of Audeo Charter School ("Charter School") desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging State academic standards, are provided a free and appropriate public education, are not stigmatized, or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

**Deleted:** The Board of Directors of Audeo Charter School hereby adopts this Educational for Homeless and Youth Policy to apply to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School, hereafter collectively referred to as ("Charter School").

#### **Definition of Homeless Children and Youth**

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

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

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

#### **Charter School Liaison**

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

Rachel Thomas, Equity and Inclusion Officer  
10170 Huennekens Street, San Diego, CA 92121  
858-678-4818

The Charter School Liaison shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies.
2. Homeless students enroll in and have a full and equal opportunity to succeed at Charter School.
3. Homeless students and families receive educational services for which they are eligible, including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act ("IDEA"); any other preschool programs administered by Charter School, if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.



- 5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
- 6. Enrollment/admissions disputes are mediated in accordance with law, Charter School charter, and Board policy.
- 7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
- 8. Charter School personnel providing services receive professional development and other support.
- 9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
- 10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

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

**Enrollment**

Charter School shall immediately admit/enroll the student for which the Charter School is a School of Origin. "School of Origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

Charter School shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy. A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

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If the student needs to obtain immunizations or does not possess immunization or other medical records, the Executive Director or designee shall refer the parent/guardian to the Charter School Liaison. The Charter School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student's school of origin for the entire period for which the youth is homeless. If a youth obtains permanent housing during an academic year, the youth will be permitted to remain in the school of origin through the end of the academic year.

### **Enrollment Disputes**

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy), pending final resolution of the dispute, including all available appeals. (42 U.S.C. § 11432(g)(3)(E).)

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the Charter School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The Charter School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

### **Comparable Services**

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in Charter School such as (42 U.S.C. § 11432(g)(4)):

- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in career and technical education
- Programs for gifted and talented students
- Charter School nutrition programs

### **Transportation**

In the event that Charter School provides transportation services to all Charter School students, Charter School shall provide comparable transportation services to each homeless child or youth attending Charter School, as noted above. (42 U.S.C. § 11432(g)(4).)

If the Charter School does not otherwise provide transportation services to all Charter School students, Charter School shall ensure that transportation is provided for homeless students to and from Charter School, at the request of the parent or guardian (or Charter School Liaison), if Charter School is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J).) Transportation provided by Charter School will be adequate and appropriate for the Student's situation, but Charter School does not commit to any one method of transportation for all youth.

### **Professional Development**

All administrators, teachers and employees of Charter School will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. (42 U.S.C. § 11433(d)(3).) All identified or suspected homeless children and youth will be referred to the Charter School Liaison.

### **High School Graduation Requirements**

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

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

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

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

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

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

If a student who is exempted from the Charter School's additional graduation requirements completes

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

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

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

#### **Acceptance of Course Work**

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

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

#### **Notice**

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment and while the student is enrolled at the Charter School in alignment with the law. (42 U.S.C. § 11432(e)(3)(C).)

#### **Annual Policy Review**

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school.

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A copy of the complete board policy is available on the Charter School website.

**Education for Foster and Mobile Youth Policy**

**Introduction**

The Board of Directors of Audeo Charter School hereby adopts this Educational for Foster and Mobile Youth Policy to apply to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School, hereafter collectively referred to as ("Charter School"). The Charter School recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School's educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in the Charter School's local control and accountability plan ("LCAP").

**Definitions**

- "Foster youth" means a child who has been removed from their home pursuant to California Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
- "Former juvenile court school pupil" means a pupil who, upon completion of the pupil's second year of high school, transfers from a juvenile court school to the Charter School.
- "Child of a military family" refers to a student who resides in the household of an active duty military member.
- "Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. "Currently Migratory Child" includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an

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agricultural or fishing activity.

- “Pupil participating in a newcomer program” means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.
- “Educational Rights Holder” (“ERH”) means a parent, guardian, responsible adult appointed by a court to make educational decisions for a minor pursuant to Welfare and Institutions Code sections 319, 361 or 726, or a person holding the right to make educational decisions for the pupil pursuant to Education Code section 56055.
- “School of origin” means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin.
- “Best interests” means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth’s access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

Within this Policy, foster/juvenile court youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be referred to collectively as “Foster and Mobile Youth.”

**Foster and Mobile Youth Liaison**

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to the Charter School, the Governing Board shall designate a Foster and Mobile Youth liaison. The Governing Board designates the following position as the Charter School’s liaison for Foster and Mobile Youth:

**Rachel Thomas**  
**Equity and Inclusion Officer**  
[rthomas@charterschool-sandiego.net](mailto:rthomas@charterschool-sandiego.net)

The Foster and Mobile Youth Liaison shall be responsible for the following:

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1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of Foster and Mobile Youth.
2. Ensure proper transfer of credits, records, and grades when Foster and Mobile Youth transfer to or from the Charter School.
3. When a foster youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student within two (2) business days to obtain all academic and other records. The last school attended by the foster youth 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. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the Charter School.
4. When required by law, notify the foster youth's attorney and the appropriate representative of the county child welfare agency at least ten (10) calendar days preceding the date of the following:
  - a. An expulsion hearing for a discretionary act under the Charter School's charter.
  - b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster youth's attorney and the agency representative will be invited to participate.
  - c. A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's attorney and the agency representative will be invited to participate.
5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
6. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services.
7. Develop protocols and procedures for creating awareness for Charter School staff.

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including but not limited to Administrator of Instructional Services, School Coordinator and Student Services Coordinator of the requirements for the proper enrollment, placement, and transfer of foster youth.

8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster youth.
9. Monitor the educational progress of foster youth and provide reports to the Equity and Inclusion Officer or designee and the Governing Board based on indicators identified in the Charter School's local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to Welfare and Institutions Code sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

### **School Stability and Enrollment**

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

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is their best interest. The Charter School will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking reenrollment in the Charter School as their school of origin.

A foster youth, currently migratory child, or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation or school uniform requirements (e.g. producing medical records or academic records from a previous school).

At the initial detention or placement, or any subsequent change in placement, a foster youth



may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:

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

If the foster youth, currently migratory child or child of a military family is transitioning between school grade levels, the youth shall be allowed to continue in the district of origin in the same attendance area to provide the youth the benefit of matriculating with their peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the student be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from their school of origin, the Foster and Mobile Youth Liaison shall provide the foster youth and the foster youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.

If any dispute arises regarding a foster youth's request to remain in the Charter School as the foster youth's school of origin, the foster youth have the right to remain in the Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

### **Transportation**

The Charter School shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. The Charter School is not

prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, the Charter School shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the youth.

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status.

### **Effect of Absences on Grades**

The grades of a foster youth shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

- a. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date the student left school.
- b. A verified court appearance or related court-ordered activity.

### **Transfer of Coursework and Credits**

The Charter School shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school<sup>2</sup>, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed.

If the Foster and Mobile Youth did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that the student completed at another school unless the Charter School, in consultation with the student's ERH, finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course.

In no event shall the Charter School prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

<sup>2</sup> For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.

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### **Applicability of Graduation Requirements**

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

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

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the ERH, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for the exemption. If the Charter School fails to provide timely notice of the availability of the exemption, the Foster and Mobile Youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the foster youth otherwise qualifies for the exemption.

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

The Equity and Inclusion Officer or designee shall notify a Foster and Mobile Youth and their ERH if the Charter School grants an exemption from the additional graduation requirements, how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution, and shall provide information about transfer opportunities available through the California Community Colleges.

A Foster and Mobile Youth who would otherwise be entitled to remain in attendance at the Charter School shall not be required to accept the exemption from additional graduation requirements or be denied enrollment in, or the ability to complete, courses for which the

student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

If an eligible student is not exempted from additional graduation requirements or has previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student at any time if an exemption is requested by the youth and the youth qualifies for the exemption. Likewise, if the youth is exempted, the Charter School may not revoke the exemption.

If a Foster and Mobile Youth is exempted from additional graduation requirements pursuant to this section, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the Student eligible while he or she is enrolled in school or if the student transfers to another school, including a charter school, or school district.

The Charter School shall not require or request a Foster and Mobile Youth to transfer schools in order to qualify for an exemption from additional graduation requirements, and no Foster and Mobile Youth or any person acting on behalf of a Foster and Mobile Youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

Upon making a finding that a Foster and Mobile Youth is reasonably able to complete the Charter School's graduation requirements within the student's fifth year of high school, the Equity and Inclusion Officer or designee shall:

1. Inform the student and the student's ERH of the student's option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Inform the student and the student's ERH how remaining in school for a fifth year will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Upon agreement with the student or, if the student is under 18 years of age, the ERH, permit the student to stay in school for a fifth year to complete the Charter School's graduation requirements.

If a juvenile court youth satisfies the requirements for high school graduation while enrolled at a juvenile court school but has elected to decline the issuance of the diploma for the

purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from enrolling in the Charter School and pursuing additional coursework if requested by the youth or by the youth's ERH.

**Eligibility for Extracurricular Activities**

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

**Waiver of Fees for Afterschool Programs**

The Charter School shall not charge any student who the Charter School knows is currently in foster care any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

**Student Records**

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

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

**Complaints of Noncompliance**

Complaints of noncompliance with this Policy shall be governed by the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request.

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**Availability of Complete Policy**

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For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available on the school website.

## **Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation, and Education**

### **A. SECTION 504 POLICY**

The Board of Directors of Audeo Charter School hereby adopts the Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation and Education to apply to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School, and Sweetwater Secondary School hereafter collectively referred to as ("Charter School"). The Governing Board of the Charter School recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education and its legal responsibility to ensure that "no qualified person with a disability shall, solely by reason of their disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." This Policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a free, appropriate public education ("FAPE").

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities Education Act Improvement Act of 2004 ("IDEA").

The Charter School's Executive Director or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy's corresponding procedures.

A Section 504 Team will be convened to determine the student's need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable

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about the Section 504 standards, the student's individual needs and school history, the meaning of evaluation data, and placement options. The student's parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law.

If Charter School does not assess a student after a parent has requested an assessment, the Charter School shall provide notice of the parent's/guardian's procedural safeguards. Charter School shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. Charter School shall periodically review the student's progress and placement.

The Charter School does not discriminate on the basis of disability, or any other characteristic protected under law. Charter School will implement this policy through its corresponding procedures.

## **B. SECTION 504 PROCEDURES**

### **A. Definitions**

1. **Academic Setting** – the regular, educational environment operated by Charter School.

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2. **Individual with a Disability under Section 504** – An individual who:

a. has a physical or mental impairment that substantially limits one or more major life activities;

b. has a record of such an impairment; or

c. is regarded as having such an impairment.

3. **Evaluation** – procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or

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procedures used with, all students in a school, grade, or class.

4. **504 Plan** – is a plan developed to identify and document the student’s needs for regular or special education and related aids and services for participation in educational programs, activities, and school–sponsored events.

5. **Free Appropriate Public Education (“FAPE”)** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.

6. **Major Life Activities** - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.

7. **Physical or Mental Impairment** –

a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or

b. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

8. **504 Coordinator** – The Special Education Coordinator shall serve as the Charter School’s Section 504 Coordinator. The parents or guardians may request a



Section 504 due process hearing from or direct any questions or concerns to the Section 504 Coordinator at (619) 393-2270.

9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

10. **Is regarded as having an impairment** - means

a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that they have been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

#### B. Referral, Assessment and Evaluation Procedures

1. Charter School will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.

2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student's file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504 Coordinator.

3. The Charter School has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who have or may have a disability are referred to the Section 504 Coordinator so that the assessment process is initiated.

4. The 504 Team convened by the Section 504 Coordinator will be composed of the student's parents/guardians and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.

5. The 504 Team shall promptly consider the referral and determine what

assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.

6. The 504 Team will consider the following information in its evaluation of the student:
  - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
  - b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
  - c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure.)
7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.
8. Mitigating measures cannot be considered when evaluating whether or not a student has a substantially limiting impairment. Mitigating measures could include medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications a student uses to eliminate or reduce the

effects of an impairment.

9. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.

10. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

#### C. 504 Plan

1. When a student is identified as having a disability within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a FAPE.

2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.

3. For each identified eligible student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the eligible student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.

4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.

5. The eligible student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The student shall be educated with students who are not disabled to the maximum extent appropriate to their individual needs.

6. The referral, assessment, evaluation, and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.

7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
8. If the 504 Team determines that the student has a disability but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a person with a disability under Section 504 and shall state the basis for the decision that no special services are presently needed.
9. The 504 Plan shall include a schedule for annual review of the student's needs and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
10. Charter School shall immediately implement a student's prior 504 Plan, when a student enrolls at the Charter School. Within thirty (30) calendar days of starting school, Charter School shall schedule a 504 Team meeting to review the existing 504 Plan. Charter School shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.

#### D. Review of the Student's Progress

1. The 504 Team shall monitor the progress of the eligible student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.
2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

#### E. Procedural Safeguards

1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:
  - Examine relevant records
  - Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
  - Have the right to file a Uniform Complaint pursuant to Charter School policy

- Seek review in federal court if the parents/guardians disagree with the hearing decision.

2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the following:

Kirsten Ramirez Henderson  
10170 Huennekens Street, San Diego, CA 92121  
(619)-393-2270  
khenderson@altuschools.net

Notifications shall also advise that reimbursement for attorney's fees is available only as authorized by law.

3. The Executive Director or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with Charter School or any district within the El Dorado Charter SELPA or the San Diego County Office of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, the parent/guardian may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing their request for a hearing. A request for hearing should include:

- The specific decision or action with which the parent/guardian disagrees.
- The changes to the 504 Plan the parent/guardian seeks.
- Any other information the parent/guardian believes is pertinent.

5. Within five (5) calendar days of receiving the parent/guardian's request for a hearing, the Charter School may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and the Charter School. Alternative dispute resolution options include:

- Mediation by a neutral third party.

- Review of the 504 Plan by the Executive Director or designee.

6. Within ten (10) calendar days of receiving the parent/guardian's request, the Executive Director or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.

7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) calendar days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.

8. The parent/guardian and the School shall be afforded the rights to:

- Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as having a disability under Section 504.

- Present written and oral evidence.

- Question and cross-examine witnesses.

- Receive written findings by the hearing officer.

9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.

10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.

11. Charter School shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

F. Suspension and Expulsion, Special Procedures for Students with Disabilities

Charter School shall follow the suspension and expulsion policy and procedures as set forth in the charter. A student who is qualified for services under Section 504 of the

Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. Charter School will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in accordance to due process to such students. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

#### 1. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's 504 Plan; and receive, as appropriate, a functional behavioral assessment ("FBA") and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

#### 2. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Charter School, the parent, and relevant members of the 504 Team shall review all relevant information in the student's file, including the child's 504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the 504 Plan.

If Charter School, the parent, and relevant members of the 504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If Charter School, the parent, and relevant members of the 504 Team make the determination that the conduct was a manifestation of the child's disability, the 504 Team shall:

- a. Conduct an FBA and implement a behavioral intervention plan ("BIP") for such child, provided that Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If the child has a BIP, review the BIP and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and Charter School agree to a change of placement as part of the modification of the BIP.

If Charter School, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

### 3. Appeals

The parent/guardian of a child with a disability under a 504 Plan who disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, either party may request to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and Charter School agree otherwise.

### 4. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.



The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. § 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. § 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's 504 Team.

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to the IDEA 2004 and who has violated Charter School's disciplinary procedures may assert the procedural safeguards granted under these Procedures only if Charter School had knowledge that the student had a disability before the behavior occurred.

Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to School Coordinator or the Administrator for Instructional Services, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or the special education teacher or the school coordinator, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the Special

Education Coordinator or to the School Coordinator or to the Administrator for Instructional Services.

If Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA 2004-eligible children with disabilities, including the right to stay-put.

If Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Charter School shall conduct an expedited evaluation if requested by the parent/guardian; however, the student shall remain in the education placement determined by Charter School pending the results of the evaluation.

Charter School shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

### **C. PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT**

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

1. Have your child take part in and receive benefits from public education programs without discrimination because of their disabling condition.
2. Have Charter School advise you of your rights under federal law.
3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have Charter School make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.

6. Have your child receive special education and related services if your child is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEA 2004).
7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.
8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by Charter School.
9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
11. Obtain a response from Charter School to reasonable requests for explanations and interpretations of your child's records.
12. Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading, or otherwise in violation of the privacy rights of your child. If Charter School refuses this request for amendment, the Charter School shall notify you within a reasonable time and advise you of your right to an impartial hearing.
13. Request mediation or file a grievance in accordance with Charter School's Section 504 mediation grievance and hearing procedures, outlined above.
14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
15. File a formal complaint pursuant to the Charter School's Uniform Complaint Policy and Procedures. Please ask the Executive Director for a copy of the Charter School's Uniform Complaint Policy and Procedures if you need one.
16. File a formal complaint with the U.S. Department of Education.

Office for Civil Rights, U.S. Department of Education  
San Francisco Office

50 United Nations Plaza  
San Francisco, CA 94102  
(415) 486-5555 PHONE  
(415) 486-5570 FAX  
Email: [OCR.SanFrancisco@ed.gov](mailto:OCR.SanFrancisco@ed.gov)

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17. Be free from any retaliation from Charter School for exercising any of these rights.

Please contact Kirsten Ramirez Henderson 504 Coordinator, (619) 393-2270 and at 10170 Huennekens Street, San Diego, CA 92121, with any questions regarding the information contained herein.

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A copy of the School's Section 504 policies and procedures is available upon request and on the school website.

**Special Education/Students with Disabilities/Child Find**

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

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact Veronica Radtke, School Coordinator at (858) 678-2050.

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**Education Records and Student Information Policy**

The Governing Board of Audeo Charter School II ("Charter School") hereby adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by Charter School.

Deleted: Board Policy #: 1212¶  
Approved: December 11, 2017¶  
Amended: June 21, 2018¶

**Definitions**

- "Education Record": An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by Charter School or by a party acting for Charter School. Such information includes, but is not limited to:

Deleted: The Board of Directors of Student Success Programs, a California nonprofit public benefit corporation operating Audeo Charter School and The Charter School of San Diego hereafter collectively referred to as ("Charter School").

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1. Date and place of birth; parent and/or guardian's address, mother's maiden name and

where the parties may be contacted for emergency purposes;

2. Grades, test scores, courses taken, academic specializations and school activities;
3. Special education records;
4. Disciplinary records;
5. Medical and health records;
6. Attendance records and records of past schools attended; and/or
7. Personal information such as, but not limited to, a student's name, the name of a student's parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

1. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
  2. Records maintained by a law enforcement unit of Charter School that were created by that law enforcement unit for the purpose of law enforcement;
  3. In the case of a person who is employed by Charter School but not in attendance at Charter School, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee and are not available for any other purpose;
  4. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at Charter School;
  5. Records that only contain information about an individual after the individual is no longer a student at Charter School; or
  6. Grades on peer-graded papers before they are collected and recorded by a teacher.
- *"Personally Identifiable Information"*: Personally identifiable information ("PII") is information about a student that is contained in their education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). PII includes, but is not limited to: a student's name; the name of a student's parent

or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who Charter School reasonably believes knows the identity of the student to whom the education record relates.

- *"Directory Information"*: Charter School may disclose the PII that it has designated as directory information, consistent with the terms of the annual notice provided by Charter School pursuant to the FERPA (20 U.S.C. § 1232g). Charter School has designated the following information as directory information:
  1. Student's name
  2. Student's address
  3. Parent/guardian's address
  4. Telephone listing
  5. Student's electronic mail address
  6. Parent/guardian's electronic mail address
  7. Photograph
  8. Date and place of birth
  9. Dates of attendance
  10. Grade level
  11. Degrees, honors, and awards received
  12. The most recent educational agency or institution attended
  13. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)
- *"Parent"*: Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- *"Eligible Student"*: Eligible student means a student who has reached eighteen (18) years of age.
- *"School Official"*: A school official is a person employed by Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of Charter School . A school official also may include a volunteer for Charter School or an independent contractor of Charter School or other party who performs an institutional service or function for which Charter School would otherwise use its own employees and who is under the direct control of Charter School with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks.

- *“Legitimate Educational Interest”*: A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

### **Disclosure Of Directory Information**

At the beginning of each school year, Charter School shall provide parents and eligible students with a notice containing the following information: 1) The type of PII it designates as directory information; 2) The parent’s or eligible student’s right to require that Charter School not release “directory information” without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify Charter School in writing of the categories of “directory information” that it may not disclose without the parent’s or eligible student’s prior written consent. Charter School will continue to honor a valid request to opt out of the disclosure of a former student’s directory information made while the former student was in attendance unless the student rescinds the opt out request.

### **Annual Notification To Parents And Eligible Students**

At the beginning of each school year, in addition to the notice required for directory information, Charter School shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student’s education records;
2. Seek amendment of the student’s education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student’s privacy rights;
3. Consent to disclosures of PII contained in the student’s education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by Charter School to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that Charter School forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends

to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and

4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

### **Parental And Eligible Student Rights Relating To Education Records**

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Executive Director. Within five (5) business days, Charter School shall comply with the request.

#### **1. Copies of Education Records**

Charter School will provide copies of requested documents within five (5) business days of a written request for copies. Charter School may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

#### **2. Request for Amendment to Education Records**

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Executive Director to correct or remove any information in the student's education record that is any of the following:

- a. Inaccurate.
- b. Misleading.
- c. In violation of the privacy rights of the student.

Charter School will respond within thirty (30) days of the receipt of the request to amend. Charter School's response will be in writing and if the request for amendment is denied, Charter School will set forth the reason for the denial and inform the parent or eligible student of their right to a hearing challenging the content of the education record.

If the Executive Director sustains any or all of the allegations, the Executive Director must order the correction or the removal and destruction of the information. The Executive Director or designee must then inform the parent or eligible student of the amendment in writing.

#### **3. Hearing to Challenge Education Record**

If Charter School denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that the parent or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release



information from the student's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- a. The Administrator of Instructional Services, School Coordinator, or designee of a public school other than the public school at which the record is on file;
- b. A certificated Charter School employee; and
- c. A parent appointed by the Executive Director or by the Board Chair, depending upon who convenes the panel.

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The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by Charter School to the parent or eligible student no later than twenty (20) days before the hearing.

The Administrator for Instructional Services or designee of a public school will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney. The decision of the Board Chair or Executive Director or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, Charter School's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, Charter School decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, Charter School decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of Charter School, or both. If Charter School places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

#### **Disclosure Of Education Records And Directory Information**

Charter School must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and Charter School shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

Charter School will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. Charter School must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, Charter School will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

1. Charter School will disclose education records, without prior written consent of the parent or eligible student, to the following parties:
2. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations ("C.F.R.") Part 99;
3. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
4. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
5. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
6. Organizations conducting certain studies for Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
7. Accrediting organizations in order to carry out their accrediting functions;
8. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
9. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;

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

#### **Record Keeping Requirements**

Charter School will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of Charter School in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of Charter School and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, Charter School officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents and eligible students, Charter School officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of Charter School.

Student cumulative records may not be removed from the premises of Charter School, unless the individual removing the record has a legitimate educational interest, and is authorized by the Executive Director, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the Charter School premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off

premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.).

### **Complaints**

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

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202-5920

### **Record Retention**

Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations ("CCR") sections 431 through 438, per the following:

- *"Mandatory Permanent Student Records"*: must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
  1. Legal name of student
  2. Date of birth
  3. Method of verification of birth date
  4. Sex of student
  5. Place of birth
  6. Name and address of parent of minor student
  7. Address of minor student if different than above
  8. An annual verification of the name and address of the parent and the residence of the student
  9. Entering and leaving date of each school year and for any learning periods or courses taken during each year, half year, summer or quarter
  10. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
  11. Verification of or exemption from required immunizations
  12. Date of high school graduation or equivalent

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled or intends to enroll. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

- *"Mandatory Interim Student Records"*: Must be maintained until judged to be disposable defined as "when the student leaves the charter school or when their usefulness ceases." These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:

1. A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible student, or a dependent adult student, or an adult student, or the custodian of records.
2. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
3. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
4. Language training records
5. Progress slips and/or notices
6. Parental restrictions regarding access to directory information or related stipulations.
7. Parental or adult student rejoinders to challenged records and to disciplinary action
8. Parental authorizations or prohibitions of student participation in specific programs
9. Results of standardized tests administered within the preceding three years

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled or intends to enroll. If the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

- *"Permitted Student Records"*: may be maintained and may be destroyed when their usefulness ceases or after six (6) months following the student's completion or withdrawal from school. These records are defined as:
  1. Objective counselor and/or teacher ratings
  2. Standardized test results older than three years
  3. Routine discipline data
  4. Verified reports of relevant behavioral patterns
  5. All disciplinary notices
  6. Attendance records not covered in the 5 CCR § 400

Permitted student records may be forwarded upon a request by a public or private school in which a student is enrolling. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

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A copy of the complete Policy is available on the school website.

### ***Professional Boundaries: Staff/Student Interaction Policy***

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

**Deleted:** Board Policy #: 1700¶  
 Adopted/Ratified: May 13, 2009¶  
 Amended Date: February 17, 2021¶

**Deleted:** The Board of Directors of Student Success Programs, Inc. hereby adopts this Staff/Student Interaction Policy to apply to Audeo Charter School (1) and Charter School of San Diego, hereafter collectively referred to as "Charter School."¶  
 ¶  
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## **I. PURPOSE AND SCOPE**

It is the purpose of this policy to provide additional specificity to the standards of conduct embodied in the Charter School code of ethics-related rules and regulations so that staff members clearly understand the prohibitions and behavior boundaries which must govern their conduct towards students. (For purposes of this Policy, staff includes all school employees—certificated or classified; coaches or advisors; full-time or part-time, and independent contractors and volunteers).

The rules of conduct set forth in this Policy are not intended to serve as an exhaustive delineation of requirements, limitations, or prohibitions on staff conduct and activities established by this school. Rather, the components of this Policy serve to:

- (1) Alert staff about some of the more sensitive and often problematic matters involved in faculty/staff student relationships.
- (2) Specify boundaries related to potentially sexual situations and conduct—the crossing of which is contrary to accepted norms of behavior and in conflict with the duties and responsibilities of staff.
- (3) Provide staff members with clear guidance in conducting themselves in a manner that reflects high standards of professionalism. (It is important for Charter School to maintain a school-wide culture in which students and staff understand their responsibilities to report sexual misconduct without fearing that school leaders will betray them if they do. In order to prevent sexual abuse and exploitation, students and staff must know that the administration will investigate reports about possible misconduct.)
- (4) Clarify that improper action will have significant consequences.
- (5) Provide an environment that empowers students to identify actions that appear to have crossed boundaries.
- (6) Define the process that Charter School will use for addressing potential improper conduct.
- (7) Preserve student and staff privacy rights during any pending investigation.

## **II. BACKGROUND AND GENERAL POLICY PROVISIONS**

Actions by staff members that are inconsistent or in conflict with the values established by Charter School can harm students, staff members, and the school's operation; therefore, such actions are unacceptable. It is the policy of this school that all school staff conduct themselves at all times in a manner that reflects the ethical standards consistent with the rules contained in this Policy and otherwise proclaimed by this school.

The provisions herein are intended to guide all Charter School staff members toward conduct that reflects the high standards of behavior and professionalism required of school staff while defining interaction boundaries between students and staff members.

Misconduct by a staff member disrupt the education of other students, sidetrack the instructional focus of the school, and harm the school's legitimacy—all of which threaten the school's future ability

to recruit skilled professionals and maintain a credible operation in the eyes of the community. It is critical that staff members study this Policy thoroughly and behave in ways to avoid even the appearance of misconduct.

While all boundaries and/or situations cannot be addressed in a single policy, the issues delineated herein are among those that can be most problematic for staff members and among those that can have the greatest potential for a negative impact on this school and its community. Staff members should seek guidance in their daily conduct from established policies, procedures, and directives as well as through the guidance and recommendations of school leadership. Although this Policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders.

### III. BOUNDARIES

#### A. Boundaries Defined

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

#### B. Acceptable and Unacceptable Behavior

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

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this Policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all staff study this Policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of implementing "personalized, education programs to facilitate student achievement," student/staff interaction has boundaries regarding the activities, locations, and intentions.

#### Unacceptable Staff/Student Behaviors (Violations of this Policy)

This list, and any subsequent lists, are not meant to be all-inclusive, but, rather illustrative of the types of behavior addressed by this Policy.

1. Giving gifts to an individual student that are of a personal and intimate nature.
2. Kissing of ANY kind.
3. Any type of unnecessary physical contact with a student in a private situation.
4. Intentionally being alone with a student away from the school.
5. Making, or participating in, sexually inappropriate comments.
6. Sexual jokes, or jokes/comments with sexual double-entendre.

7. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
8. Listening to or telling stories that are sexually oriented.
9. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
10. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

#### **Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission**

1. Giving students a ride to/from school or school activities without parent permission (only in "emergency" situations).
2. Being alone in a room with a student.
3. Allowing students in your home.

#### **Cautionary Staff/Student Behaviors**

1. Remarks about the physical attributes or physiological development of anyone.
2. Excessive attention toward a particular student.
3. Sending e-mails, text messages, social media responses, or letters to students if the content is not about school activities.

#### **Acceptable and Recommended Staff/Student Behaviors**

1. Getting parents' written consent for any after-school activity on or off campus (exclusive of tutorials).
2. Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions.
3. E-mails, text-messages, phone conversations, and other communications to and with students must be professional and pertain to school activities or classes. (Communication should be initiated via school-based technology and equipment.)
4. Keeping reasonable space between you and your students.
5. Stopping and correcting students if they cross your own personal boundaries.
6. Keeping parents informed when a significant issue develops about a student.
7. Keeping all discussions with students professional.
8. Asking for advice from senior staff or administrators if you find yourself in a difficult situation related to boundaries.
9. Involving your supervisor if conflict arises with a student.
10. Informing your supervisor and/or Support Team (coordinators and directors) about situations that have the potential to become more severe.
11. Making detailed notes about an incident that could evolve into a more serious situation later.



12. Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers.
13. Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator).
14. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student.
15. Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high-five's, and handshakes are appropriate.
16. Keeping your professional conduct a high priority during all moments of student contact.
17. Asking yourself if any of your actions which go contrary to these provisions are worth sacrificing your job and career.

#### **IV. CORPORAL PUNISHMENT**

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

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

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
  1. Stopping a student from fighting with another student;
  2. Preventing a pupil from committing an act of vandalism;
  3. Defending yourself from physical injury or assault by a student;
  4. Forcing a pupil to give up a weapon or dangerous object;
  5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
  6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
- B. Examples of PROHIBITED actions (corporal punishment)
  1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
  2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;

3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

#### **V. Reporting**

When any staff member, parent, or student becomes aware of a staff member having crossed the boundaries specified in this Policy, they should report the occurrence or suspected occurrence to a supervisor and/or Support Team member promptly. All reports shall be confidential. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Staff must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse. Please note that employees of the Charter School are mandated reporters under California state law, and are thus legally bound to report suspected abuse or neglect of a student.

#### **VI. Investigating**

A supervisor and/or Support Team member will promptly investigate and document the investigation of any allegation of inappropriate conduct per this Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s), including any potential witnesses, to the extent practical and appropriate under the law. The investigating supervisor shall promptly notify the Administrator of Instructional Services that an investigation is in progress; the Administrator of Instructional Services, in turn, shall notify the Executive Director of the existence and status of any investigations. Upon completion of any such investigations, the Administrator of Instructional Services shall direct the investigating administrator to report to the Executive Director any conclusions reached. The investigating administrator may consult with Charter School legal counsel, as appropriate, prior to, during, and after conducting any investigation.

#### **VII. Consequences**

Staff members who have violated this Policy will be subject to appropriate disciplinary action, and, where appropriate, will be reported to authorities for potential legal action.

#### **VIII. Training**

This document shall be discussed with and acknowledged by all Charter School employees as part of their initial employment and again, on an annual basis, as part of on-going training for all Charter School employees. A copy of this acknowledgement will be placed into each Charter School employee's personnel folder. In addition, appropriate portions of this Policy and related information will be incorporated into on-going Charter School communications thrust to underscore the continuing importance that Charter School places on student/staff interaction.

\*\*\*\*

## Holidays and School Breaks

<b>Independence Day (observed)</b>	<u>July 5, 2021</u>
<b>Labor Day</b>	<u>September 6, 2021</u>
<b>Veterans Day</b>	<u>November 11, 2021</u>
<b>Thanksgiving Holiday</b>	<u>November 22-26, 2021</u>
<b>Winter Break</b>	<u>December 18, 2021 – January 2, 2022</u>
<b>Martin Luther King, Jr. Day</b>	<u>January 17, 2022</u>
<b>Presidents' Day Holiday</b>	<u>February 18 – 21, 2022</u>
<b>Spring Break</b>	<u>March 28 – April 1, 2022</u>
<b>Memorial Day</b>	<u>May 30, 2022</u>

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## Welcome to **Audeo Charter School III** *Transforming Lives*

You are enrolled in one of the best charter schools in California. [Audeo Charter School III](#) ("[Audeo III](#)," the "School," or the "Charter School") has been repeatedly recognized for its quality instructional program and strong operational performance.

Here at [Audeo III](#), we focus on academic improvement, high caliber teaching, and safe and supportive learning environments. By developing our students into role models, we can achieve educational reform!

This booklet offers an overview of the expectations we have of our students and parents and key information for the success of students at [Audeo III](#). Our students' progress and academic achievement is important to us. We ask that students and parents commit to working closely with your teachers. They will guide you toward the achievement of the goals you have identified as your own.

[Audeo III](#) is proud to offer safe and supportive environments that are conducive to learning. Teachers are trained to focus on specific student needs, and parent involvement is welcomed. Our school's standards and expectations are high. We provide the best available materials and a school culture that is positive, supportive, and committed to putting kids first. Our "university model" is an excellent preparation for future study.

We look forward to working with our new students. Please do not hesitate to keep in touch with us and let us know how we are doing.

## Official School Correspondence

All correspondence for the school and its staff should be mailed to:  
[200 E. Via Rancho Parkway, Suite 143](#)

Escondido, CA 92025

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### **Steps to Success (Student Learner Outcomes--SLOs)**

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## About Our School

[Audeo Charter School III](#) is a public school designed for students who seek an alternative option to the traditional approach to education. Students receive a personalized and rigorous academic experience from a high-quality staff in a safe and supportive environment. As a charter school, [Audeo III](#) is a school of choice, with open enrollment policies that serve a diverse student community. The flexible scheduling and around-the-year calendar better serves many students who seek a non-traditional environment in which to learn. [Audeo III](#) serves students in grades 6-12.

### *Core Competency: Transforming Lives*

#### **Mission - Why We Exist**

- To implement personalized educational programs to facilitate student achievement.
- To provide a prototype for changing the way teachers teach and students learn in the future.

#### **Vision - What We Strive to Be**

- An educational option that offers a personalized instructional program that demonstrates positive outcomes for each student.
- A prototype for educational reform that creates instructional, service, organizational, and governance role models.
- A collaboration of efforts that improve the quality of life for students, their families, our employees, and the Southern California community-at-large.

#### **Values - How We Do Our Work**

- Kids come first.
- Education is personalized, individualized and high quality.
- Highly professional individuals are accountable for their work, and are independent, self-motivated, high-energy people who speak for themselves.
- We create a positive, challenging environment that is centered on teaching and learning.
- People-centered teams focus on supporting quality teaching and learning.
- Manage the school with proven business principles focusing on continuous improvement.
- Performance is measured on a variety of indicators that include productivity, credit ratio, auditability, quality, performance, and commitment to the vision of [Audeo Charter School III](#).

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## Instructional Program

Our school is accredited by the Western Association of Schools and Colleges ("WASC"). At [Audeo III](#), students receive a rigorous curriculum based on the California Common Core standards. We provide University of California ("UC") approved courses for those students planning to attend a UC or California State University ("CSU") school after the

completion of high school. Additionally, we offer National Collegiate Athletics Association (“NCAA”) - approved courses for students who are interested in pursuing NCAA athletic scholarships. Our “university model” is an excellent preparation for future studies.

The primary method of instruction is independent study supplemented with in-person participation at one of our Resource Centers. [The Audeo III](#) Resource Center location provides a professional, quiet environment for one-on-one learning with a credentialed teacher who is available on-demand. Guest speaker events, tutoring, and field trips are also available. These activities are a required part of the curriculum and provide opportunities for basic skills development, career exploration, higher-level thinking skills, interpersonal relationship skills, and enrichment within the core curriculum. This method of instruction is very similar to university studies in which students take one course at a time and are required to take charge of their education.

Upon enrollment, a credentialed “On-Demand” teacher is assigned to each student who, in collaboration with the student and parents, assesses the student’s current needs and goals and creates a plan for rapid advancement, focusing solely on one or two subjects at a time. Assigned to each student for a full year or more, the teacher supervises all subjects studied, and is personally held accountable to inspire and produce self-motivated and self-disciplined students who succeed not only academically, but also socially through teamwork and community service. As a result, On-Demand teachers adjust assignments to align with the goals and interests of the student and also personally act as necessary to ensure achievement. For example, if a student is late to an appointment, teachers contact either the student or the parents within minutes to identify and address any needs and teach accountability.

To further support students working on courses in core subject areas (English, mathematics, sciences, social science, and the fine and practical arts), additional certificated teachers with subject-matter expertise are available to students at their assigned Resource Center, via email or telephone within 24 hours.

[Audeo III](#) recently added a blended learning option for its students. Blended learning is a formal educational program in which a student learns at least in part through online delivery of content with some element of student control over time, place, path, and pace. This option allows students to complete the majority of their academic coursework at home.

Upon enrollment, a Pathways Personalized Education Plan (“PPEP”) is prepared by a school counselor that outlines high school graduation requirements. This PPEP is delivered to the teacher. The student, parents/guardians, and teacher complete the planning with a discussion of the student’s short and long-term goals, transcripts from previous schools, learning styles, current interests, academic achievement, career interests, skills development, and standardized test scores. The PPEP is reviewed and updated by the parents, student, and teacher on a regular basis throughout the student’s enrollment.

Students study one or two subjects/courses at a time and are expected to complete an average of one course every three-to-four weeks. Within these parameters students can progress at an individualized pace, receiving tutoring or enrichment as needed.

[Audeo III](#) students earn course credits and attendance by successfully completing the prescribed lessons that demonstrate mastery of the state standards.

The student’s primary academic support person for student success is the teacher. The teacher becomes fully acquainted with his/her students, their families, and other factors that affect their learning and academic success. In addition to the services provided by staff, [Audeo III](#) has many partnerships and alliances to provide community resources for students and their families.

### ***Home/School Partnership***

The most important relationship we build is the one between the teacher, student, and the student’s family. [Audeo III](#) encourages parent/guardian involvement through the monitoring of his/her student’s regular and required attendance of Resource Center appointments, completion of high-quality work according to scheduled dates, and

attendance on testing days and field trips. With parents actively involved in their student's lives, we can create a successful learning environment.

Two-way communication between all staff and parents is a building block for student success. Teachers are available for parent-student conferences, phone calls, interventions and home visits. In addition, there are scheduled opportunities throughout the year for dialogue. These opportunities include Open House nights, master agreement signings, college information meetings, and senior meetings. A climate that continually promotes open communication and dialogue is expected and supported.

### ***Parent Involvement Policy***

The Charter School aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act ("ESEA"). The Charter School staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success.

#### ***Title I Parent Involvement Policy***

[Audeo Charter School III \("Charter School"\)](#) recognizes the parents/guardians are their children's first and most influential teachers and the sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Executive Director or designee shall work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in school 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.

Each year the Executive Director or designee shall identify objectives of the school's parent involvement. He/she shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program .

The President or designee shall ensure that the parent involvement strategies are established and implemented.

The Title I Parent Involvement Policy was updated and developed in collaboration with parents of Title I students. Parents participated in the development process through surveys and meetings at the Resource Centers. The data collected from parents yielded important feedback on ways to successfully engage parents and improve the parent involvement practices. Parents expressed the following themes:

- Parents can provide input and receive communication from staff through various programs and activities.
- Parents feel involved in their child's education through various programs and activities.
- Parents report having frequent communication with instructional staff.
- Parents want to continue to access resources and trainings on how they can better support their children's achievement and performance at school and at home.
- Parents want to continue to have safe, supportive, and innovative Resource Centers.

These recommendations above are integrated throughout this Title I Parent Involvement Policy and reinforce the core belief that parents are our equal partners in ensuring the success of all students.

The Title I Parent Involvement Policy will be annually distributed to parents by including the policy in the handbook, making the policy available on the website and at the Resource Centers. This Policy describes the means for carrying out the following Title I parental involvement requirements.



### **Charter School Expectations and Objectives**

In establishing the Charter School's expectations and objectives for meaningful parent and family involvement, Charter School has established the following practices:

1. Charter School involves parents and family members in the joint development of the Charter School's Parent and Family Engagement Plan.
  - Parents have the opportunity to provide input and feedback on engagement through the School Site Council, English Language Advisory Committee, Open House, Senior Exit Orientations, and teacher-parent meetings. In addition, parents provide feedback on engagement through the annual LCAP development process and surveys.
2. Charter School provides the coordination, technical assistance, and other support necessary to assist and build the capacity within the Charter School in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education.
  - Parent have the opportunity to regularly communicate with their student's teacher on a variety of involvement opportunities to ensure academic success of their child and the school. Teachers are communicating daily, weekly, and monthly with parents on overall school progress. In addition, the school provides Open House and Parent Information sessions on a variety of school achievement topics through Altus University and the College and Career Week.
3. Charter School coordinates and integrates parent and family engagement strategies to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs.
  - Parents have the opportunity to participate in the development of the LCAP and title funding recommendations in School Site Council and English Language Advisory meetings and surveys. Teachers are in constant communication with parents regarding their feedback on all aspects of the program.
4. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the Policy in improving the academic quality at the Charter School.
  - Through regular communication with parents at each resource center, annually parent surveys, parent stakeholder meetings, school website, school publications, and social media parents input and feedback is sought after and deemed essential by the school for improvements in academic results.
5. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of barriers to greater participation by parents/families (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background).
  - The school has designated the Equity and Inclusion department to ensure outreach efforts are being made to all parents representing all student groups. Potential barriers to parent participation are discussed at teacher meetings, resource center meetings, School Site Council meetings, and English Language Advisory meetings to ensure all parents can participate as needed.

6. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of the needs of parents and family members to assist with the learning of their children, including engaging with Charter School personnel and teachers.
  - Teachers are required to reach out to all parents in a variety of methods (in-person, phone, email, text, letters, home visits) to ensure their involvement. In addition, the school provides several Parent Involvement presentations throughout the year through Altus University.
7. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of strategies to support successful Charter School and family interactions.
  - Staff is in constant communication with parents to review all involvement opportunity and strategies. Teachers are specially trained to involve parents in a variety of ways. The school reviews monthly data on outreach efforts and compares it with academic outcomes to ensure the success of every student. Any modifications in parent outreach and involvement strategies are quickly adopted as appropriate.
8. Charter School uses the findings of the annual evaluation to design evidence-based strategies for more effective parental and family engagement, and to revise, if necessary, the Parent and Family Engagement Policy.
  - Monthly and annual reviews of student results allow the school to incorporate improvement and/or new parent and family engagement strategies as needed. Monthly intervention reports are published, disseminated, and reviewed to ensure the success of every student. New strategies to better engage parents are discussed in a variety of forums with parents and staff to ensure applicability.
9. Charter School involves parents in the activities of the Charter School to adequately represent the needs of the population.
  - All parents have the opportunity to participate as a member of the School Site Council. They also have the opportunity to provide feedback directly to school staff in the resource center meetings or through the annual LCAP development process.

#### **Involvement of Parents in the Title I Program**

To involve parents in the Title I program, the following practices have been established:

1. Conduct an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program.
  - In the fall, an annual meeting will be held to share with parents a description of the Title I program and its requirements.
2. Offer a flexible number of meetings for Title I parents, such as meetings in the morning or evening.
  - The Resource Centers are open from 7am-7pm daily. Teachers schedule meeting with parents based on parent availability.
3. Involve parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I programs and the Title I parental involvement policy. \*
  - The Title 1 Parent Information Meeting is held prior to Open House Events.
  - The 1st School Site Council Meeting focuses on our parent involvement policy and Title 1 Program.
  - Parents are invited to participate in School Site Council Meetings to discuss Title 1 Policies.

4. Provide parents of Title I students with timely information about Title I programs.
  - Parents receive the Title 1 Parent Involvement Policy upon enrollment with receipt of the Parent Handbook.
  - The Title 1 Parent Meeting is held in the fall of each school year.
5. Provides parents of Title I students with an explanation of the curriculum used at the School, the assessments used to measure student progress, and the proficiency levels students are expected to meet.
  - Open House Events and Senior Night Events provide detailed information and explanations of curriculum, assessments, and proficiency levels.
  - School Site Council Meetings provide a forum to review school wide progress by grade level and student groups.
  - Parent conferences (each semester), and meetings upon request, provide detailed feedback on student progress, proficiency levels, and assessment data.
6. If requested by parents of Title I students, provide opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children.
  - Parents receive monthly Resource Center calendars detailing parent involvement opportunities.
  - Parents can request meetings with a school administrator to answer questions, make decisions, and develop goals.
  - Parent emails and contacts are responded to in 24 business hours.
  - An administrator will meet with parents and teachers during intervention meetings to discuss achievement of Title 1 students.

\*The policy must be updated periodically to meet changing needs of parents and the School. If the School has a process in place for involving parents in planning and designing the School's programs, the school may use that process if it includes adequate representation of parents of Title I children.

#### **Home-School Compact**

The Home-School Compact will be distributed to parents of Title I annually. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

- The Schools responsibility to provide high-quality curriculum and instruction to meet the challenging State academic standards.
- The ways parents will be responsible for supporting their children's learning, volunteering in the Resource Center, and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time.
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe Resource Center activities and ensuring regular communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.

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The Home-School Compact was developed by the School Site Council and is annually updated by the School Site Council.

### **Building Capacity for Involvement**

The School engages Title I parents in meaningful interactions with the School. The School supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the following practices have been established.

1. Title I parents are provided with assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the achievement of their children.
  - Open House and Senior Night events are held during the school year with a specific focus on understanding Common Core Standards and Smarter Balanced Assessments.
  - Parent and teacher mid-year conferences focus on how to monitor and improve student academic skills and how to prepare for assessments.
2. Title I parents are provided with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement, to help them work with their children to improve their children's achievement.
  - Provide online enrichment and instructional materials that parents can use at home with their children (Achieve 3000, BrainPOP, BrainPOELL).
  - Provide resources on the School's website for parents to use in supporting their students' academic, health, social and emotional needs.
  - Offer Parent Courses through Altus University that address topics in high demand among parents based on annual survey.
3. With the assistance of Title I parents, the School educates staff members about the value of parent contributions, and in how to reach out, communicate with, and work with parents as equal partners to implement and coordinate parent programs and build ties between parents and the School.
  - Parent engagement is a focus of the annual needs assessment.
  - Parental involvement is a key feature of the teacher training program.
4. Coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent conferences, to encourage and support parents in more fully participating in the education of their children.
  - Parent courses are offered through Altus University on specific topics that parents have requested.
  - English Learner Advisory Committee Meetings
  - Parents are encouraged to participate in as members of a community panel for students presenting their senior portfolio.
5. Distribute information related to School and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.
  - Spanish is the most prevalent language, other than English, spoken by parents in the School community. Presentations, information, and resources are translated and/or presented in Spanish.
  - Provide translation services in other languages, as requested, on important school information.
6. Provide support for parental involvement activities requested by Title I parents.

- Consider support for parental involvement activities requested by Title I parents wherein the requests align with the vision, mission, and values. Additional factors of consideration include: fiscal feasibility, operational feasibility, and cost/benefit analysis.

### **Accessibility**

Provide opportunities for the participation of all Title I parents and family members, including parents/family members with limited English proficiency, parents/family with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents/family understand, including by:

- Presentations, Information, Resources, and materials are translated and/or presented in the multiple languages of participants.
- Staff meetings with parents individually and in small groups to ensure parent participation and understanding of information.
- Providing information in person, online, and via mail in various formats.

\*\*\*\*

A copy of the Charter School's complete Policy is available on the website.

### **Attendance, Lessons, and Course Credits**

Unlike traditional schools where attendance is measured by being physically present in a classroom, [Audeo III](#) measures attendance by completion of a work product, a student's average daily attendance ("ADA") is determined by the professional judgment of the teacher as it relates to the time spent on the successful completion of each lesson. Students are expected to complete an average of 12 courses every 12 months at an acceptable level of competency to demonstrate learning and proficiency of state standards. To meet this expectation at [Audeo III](#), students should complete an average of 7 assignments per week and complete 1 semester course in 3-to-4 weeks.

A complete copy of [Audeo III](#)'s Independent Study Policy is available on the school website.

### **Year-round School Year**

[Audeo III](#) has a year-round school year that is designed to maximize the amount of days and time that a student is able to earn credits. (See school holiday calendar on [the](#) School's website.)

### **Student Assessments**

Students at [Audeo III](#) are part of the public school system in the State of California. Participating in the state testing system is a requirement. All students must take state mandated assessments which include the California Assessment of Student Performance and Progress ("CAASPP"), English Language Proficiency Assessments for California ("ELPAC"), and Physical Fitness Test scheduled throughout the school year. Additionally, all students who enroll in our [Audeo III](#) program take the school mandated NWEA Measures of Academic Progress ("MAP"). These tests are very critical. They tell us how students are progressing in their learning.

[Audeo III](#) staff members are dedicated to making sure students receive the instruction they need to do well on these tests to demonstrate learning. Students are offered many opportunities for special assistance if it is needed. These opportunities include diagnostic assessment and one-to-one tutoring. Please review your student's test results and be sure he or she is working on improving his/her weak areas. It is important that we work together to help your student succeed.

If you have any questions about testing and/or a specific test you may contact your student's teacher. The table below provides basic information about the standardized tests and approximate administration dates. Additional information about state tests is posted on the California Department of Education ("CDE") website at <http://www.cde.ca.gov/ta/tg>.

### **California Assessment of Student Performance and Progress ("CAASPP")**

The School shall annually administer required state testing to the applicable grades (e.g., the CAASPP).

Assessments		Subject(s)	Grade Level(s)	Approximate Dates
NWEA Measures of Academic Progress (MAP)		Reading, Language Usage, Mathematics	6-11	Sept.-Oct. & March-April
English Language Proficiency Assessments for California (ELPAC)		English Language-Reading, Writing, Listening and Speaking	6-12 English Learners	February-March
Physical Fitness Test (PFT)		Physical Fitness Evaluation	7, 9	February
California Assessment of Student Performance & Progress (CAASP)	Smarter Balanced	English Language Arts, Mathematics	6-8, 11	May-June
	California Standards Tests (CST)/California Modified Assessment (CMA)	Science	8, 10	May-June

**Audeo III High School Graduation Options**

Audeo III provides multiple graduation options for our students. As part of our pathways personalized education plan, we seek to ensure that our students pursue the best option for their needs. The staff at Audeo III is dedicated to offering many opportunities for students to succeed. Audeo III offers three options for graduation:

- 1. Option 1 High School Diploma
- 2. Option 2 High School Diploma
- 3. HiSET Option

**Option 1 High School Diploma**

Students graduating with an Option 1 High School Diploma from Audeo III must complete 42 Semester Credits in grades 9-12. Audeo III's graduation requirements may fulfill the UC and CSU admissions requirements. Items that have an asterisk (\*) are the courses that UC or CSU-bound students should take.

**Audeo III High School Graduation Course Requirements**

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<b>English (8 semester credits)</b> <u>4 credits - English 1-4*</u> <u>2 credits - American Literature* or Honors American Literature*</u> <u>2 credits - World Literature*, Contemporary Voices in Literature*, English Literature*, AP English Language &amp; Composition*, AP English Literature &amp; Composition*</u> <u>*4 years required</u>		<b>Mathematics (6 semester credits)</b> <u>2 credits - Algebra or Integrated Math 1</u> <u>2 credits - Geometry or Integrated Math 2</u> <u>2 credits - Intermediate Algebra* or Integrated Math 3</u> <u>2 credits - Pre-calculus* or Honors Pre-calculus</u> <u>2 credits - Statistics*</u> <u>*3 years required, 4 years recommended</u>	
<b>Science (4 semester credits)</b> <u>2 credits - Physical Science (Earth Science, Physics*, Chemistry*, or Honors Chemistry*)</u> <u>2 credits - Life Science (Biology*)</u> <u>*2 years required, 3 years recommended</u>		<b>History-Social Science (6 semester credits)</b> <u>2 credits - World History*, Geography &amp; Economics*</u> <u>2 credits - US History* or Honors US History*</u> <u>1 credit - Government*</u> <u>1 credit - Economics</u> <u>2 credits - AP Human Geography (elective)</u>	
<b>General Electives</b> <b>(9 semester credits)</b>	<b>Physical Education</b> <b>(4 semester credits)</b>	<b>Pathways Portfolio</b> <b>(1 semester credit)</b>	
<u>Students have the option of choosing from a wide range of general elective options.</u> <u>UC/CSU: 2 credits - Approved electives in the same area</u>	<u>All students will complete 4 semester credits of Physical Education.</u>	<u>All students must present a senior portfolio (met through the Pathways Exhibition course).</u>	
<b>World Language OR Visual/ Performing Arts (2 semester credits)</b>			
<b>Option A:</b> <u>2 credits - World Language (both semesters must be the same language)</u>	<b>Option B:</b> <u>2 credits - Visual/Performing Arts</u>	<b>UC/CSU Option:</b> <u>4 credits - World Language (all semesters must be the same language; 2 years required, 3 years recommended)</u> <u>2 credits - Visual/Performing Arts (both semesters need to be the same course)</u>	
<b>CTE/Service Learning/WEE (2 semester credits)</b>			
<b>Option A:</b> <u>2 credits - CTE (Career Technical Education)</u>		<b>Option B:</b> <u>2 credits - Service Learning (120 hours total of community service)</u>	<b>Option C:</b> <u>2 credits - Work Experience Education (240 hours of paid employment)</u>
<b>Grade Point Average (GPA)</b>			
<u>All students must have a weighted GPA of 2.0 or higher in scholarship based on coursework completed in grades 9-12.</u>			
<u>*Courses required for UC/CSU Admissions. Students planning on applying to a UC or CSU can request a meeting with a college counselor to develop a course plan.</u>			

### ***Option 2 High School Diploma***

Our Option 2 High School Diploma seeks to assist those students who will have reached their 18th birthday by the graduation deadline and have at least 26 credits in the required courses and a minimum 2.0 GPA in those courses designated for the state of California Option 2 diploma.

### Eligibility Criteria

The eligible student is at least 17 and has less than 20 credits. Option 2 allows students to obtain a high school diploma, participate in vocational training and/or attend the community college of their choice. The process is

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selective and is monitored by the AUDEO Option 2 Committee, consisting of school counselors, learning leads, administrators, and/or teacher representative.

Admission Requirements and Process

- Student must be enrolled at [Audeo III](#) and must be earning credits at the rate of one per month, with a minimum attendance rate of 75% per month.
- The teacher/school counselor recommends student for Option 2 diploma.
- School counselor meets with parent, teacher, and student to review eligibility of requirements.
- The teacher presents the student records, which includes parent consent documents, to the [Audeo III](#) Option 2 Committee, outlining why this option best meets the needs of this student.
- [Audeo III](#) Option 2 Committee may decide to accept the recommendation of the teacher or may decide to deny the request to admit the student as a candidate for this diploma.
- When the student is accepted as a candidate, the School counselor develops a new course plan.

Additional requirements include:

- Senior Exhibition
- One year of Career Technical Education, service learning, or work experience education

HiSet Option

The new HiSet, one of the new state approved High School Equivalency Exams, is included as an option for students to finish their secondary education with “Completer” status. [Audeo III](#) students will be able to take the HiSET on-site at an [Audeo III](#) resource center, exclusively open to [Audeo III](#) students. It is a web-based exam. If you are interested in this option, please contact your teacher and counselor.

Option 2 Graduation Course Requirements

English (6 semester credits)		Mathematics (4 semester credits)	
English 1,2 or higher		Including Algebra 1, 2 OR Integrated Math 1, 2 or higher	
Science (4 semester credits)		History - Social Science (6 semester credits)	
Including Biology 1, 2, and one year of a physical science		World History	
		Geography & Economics 1, 2	
		US History 1, 2	
		Government 1	
		Economics 1	
General Electives (1 semester credit)		Pathways Portfolio (1 semester credit)	Physical Education (4 semester credits)
Recommended courses from our current General Electives list		All students must present a senior portfolio (met through the Pathways Exhibition course).	All students will complete 4 semester credits of Physical Education.
World Languages and Visual/Performing Arts (2 semester credits)			

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<b>Option A:</b> 2 credits - World Language (both semesters must be the same language)	<b>Option B:</b> 2 credits - Visual/Performing Arts	
<b>CTE/Service Learning/WEE (2 semester credits)</b>		
<b>Option A:</b> 2 credits - CTE (Career Technical Education)	<b>Option B:</b> 2 credits - Service Learning (120 hours total of community service)	<b>Option C:</b> Work Experience Education (240 hours of paid employment)
<b>Grade Point Average (GPA)</b>		
Students must have a minimum GPA of 2.0 in the required courses for Option 2.		

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## College Admission Requirements

At [Audeo III](#), we provide a rigorous curriculum that prepares students for higher education. The admission requirements to the local community colleges, CSU, and UC are listed in the table below. For more information about the college entrance requirements and exams, contact the college counselor (with assistance from your teacher as needed) and/or visit the following websites:

[www.act.org](http://www.act.org) or [www.collgeboard.org](http://www.collgeboard.org)

Elements	Community College	California State University (CSU)	University of California (UC)
High School Education	Diploma, GED, or CHSPE	Diploma (including UC/CSU-approved coursework)	Diploma (including UC/CSU-approved coursework)
GPA	Any	Calculated from UC a-g list courses taken after 9th grade	Calculated from UC a-g list courses taken after 9th grade
Entrance Exams	No entrance exam; assessments for course placement	ACT or SAT Reasoning Test with Reading & Math	ACT Assessment plus Writing <b>OR</b> SAT Reasoning Test with Critical Reading, Math & Writing

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## NCAA Eligibility

The NCAA Eligibility Center has launched a new website at [ncaa.org/student-athletes/future](http://ncaa.org/student-athletes/future) to help high school student-athletes successfully transition to college. The enhanced online content gives student-athletes and

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counselors a broad look at the initial eligibility process and detailed information about common eligibility situations.

The new content is part of the NCAA Eligibility Center's continuing response to customer requests for key pieces of information student-athletes should know as they consider college. Student-athletes are guided through current and upcoming initial eligibility requirements, recruiting guidelines, and timelines for staying on track in high school. Additional webpages address initial eligibility situations unique to international, home-school and non-traditional students.

A wide range of frequently-asked questions addressing issues from academic and amateurism eligibility to high school and core-course review are easily searchable and will be expanded in the future.

To ensure your student is taking the right courses for NCAA eligibility, please contact your student's teacher/counselor.

### ***Grant Program Notice***

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

### ***Grade Suppression***

Students wishing to suppress a "D" or "F" grade earned from an [Audeo III](#) - approved accredited school or district outside of [Audeo III](#) must repeat the same course/s based on course descriptions from the school or district where the course/s originated. The course/s must be approved by a school counselor or administrator.

### ***Grade Validation***

If a student earns an "F" grade for the first semester of a year-long course but earns a passing grade of "C" or better for the second semester of that same course, credit shall be assigned for both semesters and a passing grade of "D" shall be recorded for the first semester. This applies only to students designated as 11th or 12th graders by a school counselor or administrator from [Audeo III](#).

If a student earns a passing grade for the first semester of a year course and an "F" grade for the second semester of that course, credit (and passing grade) shall be allowed for the first semester only. The second semester "F" grade shall be recorded as a final grade.

[Audeo III](#) will accept for credit full or partial coursework satisfactorily completed by a pupil while attending a public school, juvenile court school, a school in a country other than the United States, and/or nonpublic, nonsectarian school or agency.

### ***College Course Credit***

With school counselor or administrator approval, college courses may be taken in lieu of high school courses. One 2-unit college course is equivalent to two semesters of high school credit.

### ***Graduating Class Year Determination***

Students who satisfy graduation requirements by the end of July of the school year (i.e., 20-21, 21-22, etc.) will be designated graduates of the school year.

Students who did not complete all the graduations requirements by the end of July will receive their diploma with the next year's graduating class.

### ***Graduation Ceremony***

Graduation is a special and dignified event. [Audeo III](#) commencement ceremonies are typically held at the beginning of June. Graduation is a privilege not a right.

Students wishing to participate in a graduation ceremony from AUDEO must complete the following requirements:

- Complete all stated requirements for a high school diploma, **OR** complete all stated requirements for the California High School Proficiency Exam ("CHSPE"), **OR** complete all requirements for and pass all portions of a High School Equivalency Test (General Education Development ("GED") or HiSET that has been approved by the State Board of Education and the CDE.
- Attend a Senior Exit Orientation.
- Complete all requirements by the official due dates as listed on the Annual Master School Calendar.
- Attend both graduation rehearsals.
- Follow all graduation ceremony rules and regulations.

#### **Graduation Ceremony Expectations**

- The graduates must wear the designated cap and gown.
- Acceptable clothing:
  - Tops: white collared dress shirt with a tie, blouse
  - Bottoms: dark slacks (not jeans), skirt, dress, pant-suit (no jeans).
- No decorations on caps or gown are permitted.
- Dress appropriately for the occasion.
- No flip-flops or tennis shoes are permitted.
- Dress shoes are encouraged.
- No air-horns, beach balls, or anything else that will take away from this dignified event.
- Guests must act appropriately and be respectful of the event and its participants.

#### **Senior Exit Orientation**

Students and a parent or guardian are required to attend this important meeting. During this meeting, graduation requirements are reviewed, and expectations and logistics for the graduation ceremony are presented. Information is also available to prepare parents and students for post high school options, including financial aid filing, scholarship information, college application process (with a focus on post-secondary pathways). Attendance at this meeting may be waived for students who do not plan to participate in an [Audeo III](#) June graduation ceremony.

#### **Pathways: Education with a Purpose**

Upon enrollment at [Audeo III](#) and with support from counselors and teachers, students focus on their future through various *Pathways*. *Pathways* is designed to introduce and engage students in grades 9-12 in formal post-high school planning and to improve student learning and high school completion rates. Working with counselors and teachers, students will focus on post-graduation choices and options, including four-year colleges and universities, community college, military, and vocational studies.

Students are further supported in this explorative process by Naviance, a web-based resource. Naviance provides students and parents access to information from colleges and vocational schools, scholarship and financial aid application tools, extensive career research, and learning styles tools. Targeted student activities are available to support *Pathways*. These include career days, college days, military days, guest speaker events, field trips, work experience, service learning, and internships.

#### **Pathways/Naviance Family Connection**

Our PATHWAYS/Naviance Family Connection program uses a variety of interest and personality type surveys and research tools to help you develop your chosen path. No test, questionnaire, survey, or examination containing any questions about a student's personal beliefs or practices in sex, family life, morality, and religion, or any questions about the pupil's parents' or guardians' beliefs and practices in sex, family life, morality, and religion, shall be administered to any student without written permission from a parent/guardian.

**Do What You Are:** Learn about your personality strengths and gain insight into your educational and career needs.

**Learning Style Inventory:** Learn what environment and methods make learning optimal for you.

**Career Interest Profiler:** Complete a Career Interest Profiler and explore what careers appeal to you.

**Game Plan:** Create targeted goals for after high school, including college interests, athletic programs, chosen references, etc.

**College Search/Lookup:** Lookup schools that you are interested in applying to, compare requirements, school programs, student life, and more.

**Test Scores:** Enter and track your PSAT, SAT I, SAT Subjects Tests, PLAN, and ACT test scores.

**MI Advantage:** Multiple intelligences theory reveals that people employ various intelligences to process information. This assessment empowers students to develop and make optimal use of their strengths in the pursuit of goals and interests, both inside and outside of school.

**Scholarships:** Use several scholarship tools, such as searches, matches, lists, national college searches, and scholarship applications.

**Resume:** Use the resume tool to create your own resume.

### ***Availability of Prospectus***

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

### ***English Learners***

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

### ***Involuntary Removal Process***

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

Upon parent/guardian request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and

witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of the Charter School's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the Student will be disenrolled effective the date of the hearing. If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) days. A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

## Enrollment, Student, & Health Services

### **Resource Center Transfer Requests**

Students may apply for a transfer to another Resource Center under the following conditions:

- Parent approval
- Student is currently meeting attendance requirements
- Reasonable justification
- Resource Center availability

Contact the teacher to initiate the Resource Center transfer process.

### **Enrollment/Transfer Process**

Students who choose to discontinue enrollment at [Audeo III](#) may attend other district schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or area of residence.

Student and/or the parent/guardian need to notify the teacher about the desired transfer. The teacher will work with the parent and counselor to process the transfer. Students are expected to continue to meet [Audeo III](#) attendance requirements until the student is officially transferred to the new school.

For any student that transfers to another high school, please be informed that it is as the sole discretion of the new school district or charter school to decide which completed credits they will accept on their transcripts. Additional information can be found at [https://audeo3.com/wp-content/uploads/2019/10/Charter-School-Complaint-Notice-and-Form\\_EUHSD.pdf](https://audeo3.com/wp-content/uploads/2019/10/Charter-School-Complaint-Notice-and-Form_EUHSD.pdf).

### **Transcript and Records Requests**

Transcript and educational records requests must be made in writing. Transcript requests may be submitted using the online form found on the School's website, <https://audeo3.com/request-transcripts/>.

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**Attendance Verification**

Students and families that need official verification of the student’s status (attendance, enrollment, projected graduation dates, etc.) should make a request with their teachers. Parent/ guardian signatures are required before these verifications can be provided Please allow at least one week lead time.

**Work Permits**

Work permit applications are available for students who meet and maintain the following eligibility requirements:

- Currently meeting Audeo III attendance requirements
- 14 years or older
- Parent and teacher approval

Work permit applications can be obtained from the teacher. The application must be filled out completely by the student, parent and employer. Incomplete applications will not be considered. Work permit applications must be returned to the teacher. It will take approximately 3-5 days to receive a temporary 30-day work permit from the school counselor if the application is approved. This is a temporary permit and the Work Permit Office has the right to decline any student from receiving an official approved work permit.

**Health Program**

Our comprehensive health program is designed to promote wellness and to support the educational mission of our school. The role of the school nurse is to promote student attainment of optimum physical and mental health to achieve student success. Since the student’s health status and needs may affect his or her school performance, the school nurse may provide education on health promotion and illness prevention practices, perform mandated health screenings, provide counseling, crisis management, referrals and information regarding community health resources.

**Health Screenings**

Students are screened for vision, hearing and scoliosis. State-mandated assessments will be provided for the indicated grade levels: 8th and 10th or 11th grade hearing screening and 8th grade vision screening. A wellness screening is also provided for 9th graders: vision screening, blood pressure, nutrition assessment, height, weight, and body mass index. New students and students referred by parents, student or school staff will be assessed as indicated.

Note: A student needs a written parent request to be excused from health assessment screenings. A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Executive Director of the school in which the child is enrolled a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

**Availability of Health Insurance**

Children—regardless of immigration status (foster youth, pregnant women, and legally present individuals, including those with deferred action for childhood arrivals [“DACA”] status) may be eligible for no- or low-cost Medi-Cal insurance. Medi-Cal covers immunizations, checkups, specialists, vision and dental services, and more for children and youth at no- or low-cost. Medi-Cal enrollment is available year-round.

Covered California is where legal residents of California can compare quality health plans and choose the one that works best for them. Based on income and family size, many Californians may qualify for financial assistance. Enroll during Open Enrollment or any time you experience a life-changing event, like losing your job or having a baby. You have sixty (60) days from the event to complete enrollment. Information regarding the availability of insurance is provided with enrollment forms and available at:

[http://hbex.coveredca.com/toolkit/PDFs/ALL\\_IN\\_Flyer\\_EnrollGetCareRenew\\_CC.pdf](http://hbex.coveredca.com/toolkit/PDFs/ALL_IN_Flyer_EnrollGetCareRenew_CC.pdf)

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The Charter School shall not discriminate against a student who does not have health care coverage or use any information relating to a student's health care coverage or interest in learning about health care coverage in any manner that would bring harm to the student or the student's family.

### ***Health Curriculum and Sexual Health Education***

Health education encompassing nutrition, dental health, disease processes, life skills, community health, physical fitness, drugs, alcohol, and tobacco, mental and emotional health, human reproduction and sexuality, sexually transmitted diseases and HIV/AIDS, peer pressure resistant skills, problem solving and decision making is incorporated into the curriculum.

The Charter School offers comprehensive sexual health education to its students in grades 6-12. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

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

Anonymous, voluntary, and confidential research and evaluation tools to measure student's health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 6-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

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

### ***Immunizations and Control of Communicable Disease***

California law requires proof of an immunization record from the parent or guardian indicating the student has met all the immunization requirements prior to admission to our school.

Immunization records will be required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment

for all students, the Charter School follows and abides by the health standards set forth by the state of California. Students will not attend school until all required records have been received. The immunization status of all students will be reviewed periodically. Those students who do not meet the State guidelines may be excluded from school until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

#### **Entering Kindergarten:**

1. Diphtheria, Pertussis, and Tetanus (DTaP) - Five (5) doses Polio - Four (4) doses
2. Measles, Mumps, and Rubella (MMR) - Two (2) doses
3. Hepatitis B (Hep B) - Three (3) doses
4. Varicella (chickenpox) - Two (2) doses

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

#### **Entering 7<sup>th</sup> Grade**

1. Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose
2. Varicella (chickenpox) - Two (2) doses

**NOTE:** In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements for children 7-17 years old (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis), **in addition to** the 7th grade requirements for Tdap and varicella (varicella requirement for seventh grade advancement expires after June 30, 2025). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.

Effective January 2016, Senate Bill 277 eliminated the option of personal belief exemptions for students in public and private schools. Students enrolled in home-based private schools and independent study program who do not receive classroom-based instruction will still need to provide immunization records to their schools before entry. All schools will still need to report to the California Department of Public Health ("CDPH")/Division of Communicable Disease Control the immunization status of all students in kindergarten and 7th grade.

Audeo III shall cooperate with the CDPH to prevent and control communicable disease in students. Whenever there is good reason to believe a student has a contagious disease, the parent will be contacted and the student will be sent home. The student may return when well and/or released by a physician.

Immunization laws currently in effect may be found at <http://www.shotsforschool.org/laws/>.

A complete copy of Audeo III's Immunizations Policy is available on the school website.

#### **Diabetes**



Audeo III provides an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but not be limited to, all of the following: 1. A description of type 2 diabetes. 2. A description of the risk factors and warning signs associated with type 2 diabetes. 3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes. 4. A description of treatments and prevention of methods of type 2 diabetes. 5. A description of the different types of diabetes screening tests available. Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

### **Administration of Medications Policy**

Audeo III staff is responsible for overseeing the administration of medication to students attending Audeo III during the regular school day. It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our students and the legal protection of our employees.

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A signed physician's order and written parent permission must be on file for each individual student before licensed school personnel can administer over-the-counter or prescription medication to the student during the school day. Parents should notify school staff of any medications their student is taking on a continuing basis for health conditions, including name, dose, physician phone number, and permission to contact the physician for further information about the medication.

### **Administration of Medication Policy**

Audeo Charter School III ("Charter School") staff is responsible for overseeing the administration of prescribed and over-the-counter medication to students during the regular school day. It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our students and the legal protection of our employees.

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### **Definitions**

- "Authorized health care provider" means an individual who is licensed by the State of California to prescribe medication.
- "School nurse" means an individual who is currently a credentialed and licensed registered nurse employed by the Charter School.
- "Other designated Charter School personnel" means an individual employed by the Charter School who has (1) has consented to assist/administer medication to students and (2) may legally assist/administer the medication to students.
- "Medication" includes prescription medication, over-the-counter remedies, nutritional supplements, and herbal remedies.
- "Regular school day" includes during school hours, before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one (1) overnight stay from home.

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### **Administration of Auto-Injectable Epinephrine or Inhaled Asthma Medication**

Any student who is or may be required to take, during the regular schoolday, prescription auto-injectable epinephrine ("EpiPen") or inhaled asthma medication prescribed or ordered for the student by an authorized health care provider may carry and self-administer prescription an EpiPen or inhaled asthma medication if Charter School receives both the appropriate written statements as follows:

1. A written statement from the authorized healthcare provider (1) detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and (2) confirming that the pupil is able to self-administer an EpiPen or inhaled asthma medication, and
2. a written statement from the parent, foster parent, or guardian of the student (1) consenting to the self-administration, (2) providing a release for the school nurse or designated school personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and (3) releasing the Charter School and school personnel from civil liability if the self-administering pupil suffers an adverse reaction as a result of self-administering medication.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

A student may be subject to disciplinary action if the student uses an EpiPen or inhaled asthma medication in a manner other than as prescribed.

Any student requiring insulin shots must establish a plan for administration of insulin shots with the Executive Director or designee in consultation with the parent or guardian and the student's medical professional.

#### **Staff Training and Emergency Response**

Additional information about staff trainings and the Charter School's response to emergencies can be located within the Employment Handbook and/or the School Safety Plan.

##### **A. Response to Anaphylactic Reaction**

The school nurse or trained personnel who have volunteered may use EpiPen to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction. Charter School will ensure it has the appropriate type of EpiPen on site (i.e., regular or junior) to meet the needs of its students. The school will ensure staff properly store, maintain, and restock the EpiPen as needed.

The Charter School will ensure any school personnel who volunteer are appropriately trained regarding the storage and emergency use of an EpiPen.

The Charter School will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an epinephrine auto-injector to a person if that person is suffering, or reasonably believed to be suffering from, anaphylaxis. The annual notice shall also describe the training the volunteer will receive.

##### **B. Response to a Diabetic or Hypoglycemic Emergency**

Charter School provides Charter School personnel with voluntary emergency medical training on how to provide emergency medical assistance to students with diabetes suffering from severe hypoglycemia. The volunteer personnel shall provide this emergency care in accordance with standards established herein and the performance instructions set forth by the licensed health care provider of the student. A Charter School employee who does not volunteer or who has not been trained pursuant to this Policy may not be required to provide emergency medical assistance.

Training by a physician, credentialed school nurse, registered nurse, or certificated public health nurse according to the standards established pursuant to this section shall be deemed adequate training. Training established shall include all of the following:

1. Recognition and treatment of hypoglycemia.
2. Administration of glucagon.

3. Basic emergency follow-up procedures, including, but not limited to, calling the emergency 911 telephone number and contacting, if possible, the student's parent or guardian and licensed health care provider.

A Charter School employee shall notify the Executive Director or designee if the employee administers glucagon pursuant to this Policy.

All materials necessary to administer the glucagon shall be provided by the parent or guardian of the student.

In the case of a student who is able to self-test and monitor their own blood glucose level, upon written request of the parent or guardian, and with authorization of the licensed health care provider of the student, a student with diabetes shall be permitted to test their own blood glucose level and to otherwise provide diabetes self-care in the classroom, in any area of the Charter School or Charter School grounds, during any Charter School-related activity, and, upon specific request by a parent or guardian, in a private location.

Designated staff shall establish emergency procedures for specific medical conditions that require an immediate response (i.e. allergies, asthma, diabetes).

#### **Administration of Medication**

Any student who is or may be required to take, during the regular schoolday, prescription medication prescribed or ordered for the student by an authorized health care provider may be assisted by the school nurse or designated Charter School personnel.

In order for a pupil to be assisted by the school nurse or other designated Charter School personnel in administering medication Charter School shall obtain both:

1. A written statement from the student's health care provider detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and
2. A written statement from the parent, foster parent, or guardian of the student indicating the desire that the Charter School assist the student in the matters set forth in the statement of the authorized health care provider.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

The primary responsibility for the administration of medication rests with the parent/guardian, student, and medical professionals.

#### **Storage and Record Keeping**

- All medication will be kept in a secure and appropriate storage location and administered per an authorized health care provider's instructions by appropriately designated staff.
- Designated staff shall keep records of medication administered at Charter School. The medication log may include the following:
  - a. Student's name.
  - b. Name of medication the student is required to take.
  - c. Dose of medication.
  - d. Method by which the student is required to take the medication.
  - e. Time the medication is to be taken during the regular school day.
  - f. Date(s) on which the student is required to take the medication.

- g. Authorized health care provider's name and contact information.
  - h. A space for daily recording of medication administration to the student or otherwise assisting the student in administration of the medication, such as date, time, amount, and signature of the individual administering the medication or otherwise assisting in administration of the medication.
- Designated staff shall return all surplus, discontinued, or outdated medication to the parent/guardian upon completion of the regimen or prior to extended holidays. If the medication cannot be returned, it will be disposed of at the end of the school year.

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For more information on how to obtain and complete an Administration of Medications Form, or to review our complete Administration of Medications Policy, please see the school website.

### ***Free and Reduced-Price Meals***

Pursuant to California Law, the Charter School will provide each student who meets federal eligibility criteria for free and reduced-price meals with at least one free or reduced-price, nutritionally adequate meal per each school day on which the eligible student is scheduled for two or more hours of educational activities at a school site/Resource Center, meeting space or other satellite facility operated by the Charter School.

### ***Student Wellness Policy***

Audeo Charter School III ("Charter School") adopts this policy to ensure its commitment to the optimal development of every student. Charter School believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year. This policy may be updated from time to time as required to be in compliance with state law, regulation, or administrative directive.

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education and extracurricular activities – do better academically. Finally, there is evidence that adequate hydration is associated with better cognitive performance.

This Policy outlines Charter School's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this Policy establishes goals and procedures to ensure that:

- Students in the Charter School have access to healthy foods throughout the school day—and other foods available throughout the Charter School resource centers—in accordance with Federal and state nutrition standards.
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors.
- Students have opportunities to be physically active before, during and after the school day.
- The Charter School engages in nutrition and physical activity promotion and other activities that promote student wellness.
- Charter School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school.
- The community is engaged in supporting the work of the Charter School in creating continuity between Charter School and other settings for students and staff to practice lifelong healthy habits.

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- The Charter School establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of this Policy and its established goals and objectives.

This Policy applies to all students, faculty, and staff in the Charter School. Specific measurable goals and outcomes are identified within each section below.

**I. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement**

**Implementation Plan**

Using the steps outlined below, the Charter School will ensure the Charter School meets legal obligations regarding implementation of this Policy.

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This Policy and the progress reports can be found on the school's website at [www.audeo3.com](http://www.audeo3.com).

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**Recordkeeping**

The Charter School will retain records to document compliance with the requirements of this policy in the main office. Documentation maintained in this location will include but will not be limited to:

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- The written Policy.
- Documentation demonstrating that the Policy has been made available to the public.
- Documentation to demonstrate compliance with the annual public notification requirements and community involvement requirements.
- Documentation of the triennial assessment of the Policy.
- Documentation demonstrating the most recent assessment on the implementation of the Policy has been made available to the public.

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**Annual Notification of Policy**

The Charter School will actively inform families and the public each year of basic information about this Policy, including its content, any updates to the Policy, and implementation status. The Charter School will make this information available via the Charter School website and/or Charter School-wide communications. The Charter School will provide as much information as possible about the Charter School nutrition environment. This will include a summary of Charter School's events or activities related to Policy implementation.

**Triennial Progress Assessments**

At least once every three years, the Charter School will evaluate compliance with the wellness policy to assess the implementation of the Policy and include:

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- The extent to which the Charter School in compliance with this Policy;
- The extent to which the Charter School's Policy compares to model wellness policies; and
- A description of the progress made in attaining the goals of the Charter School's Policy.

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The position/person responsible for managing the triennial assessment and contact information is:

Special Education Coordinator  
619-393-2270

The Executive Director will monitor the Charter School's compliance with this Policy.

The Charter School will actively notify households/families of the availability of the triennial progress report.

### **Revisions and Updating the Policy**

The Charter School will update or modify this Policy as appropriate based on the results of the annual Charter School Health Index and triennial assessments and/or as Charter School priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. This Policy will be assessed and updated as indicated at least every three (3) years, following the triennial assessment.

### **Community Involvement, Outreach and Communications**

The Charter School is committed to being responsive to community input, which begins with awareness of the Policy. Charter School will actively communicate ways in which representatives of the Charter School and others can participate in the development, implementation and periodic review and update of this Policy through a variety of means. The Charter School will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in Charter School nutrition standards.

The Charter School will use electronic mechanisms, such as email or displaying notices on the Charter School's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to this Policy, as well as how to get involved and support the Policy. The Charter School will ensure that communications are culturally and linguistically appropriate to the community and accomplished through means similar to other ways that other local schools are communicating important school information with parents.

The Charter School will actively notify the public about the content of, the implementation of, and any updates to the Policy annually, at a minimum. The Charter School will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

## **II. Nutrition**

### **Charter School Meals**

The Charter School is committed to promoting healthy food choices. It currently provides adequate and nutritious meals and does not participate in federal or state programs related to school meals. To the extent any foods are made available to students at Resource Centers; Charter School will ensure such foods:

- Are accessible to all students.
- Are appealing and attractive to children.
- Are served in clean and pleasant settings.
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations

### **Water**

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the operational hours of the Resource Centers.

### **Competitive Foods and Beverages**

The Charter School is committed to ensuring that all foods and beverages available to students at the school Resource Centers during the school day support healthy eating. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits.

The Charter School does not generally sell food at the Resource Centers and school administration offices. However, in the event that Charter School decides to sell food in the future, and to support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable School meal programs that are sold to students at the Resource Centers during the school day will meet or exceed the USDA Smart Snacks nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold,

which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

#### **Celebrations and Rewards**

All foods offered on the Charter School Resource Centers will meet or exceed the USDA Smart Snacks in Charter School nutrition standards, including through:

1. Celebrations and events. The Charter School will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
2. Resource Center snacks brought by parents. The Charter School will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
3. Rewards and incentives. The Charter School will provide teachers and other relevant school staff a list of alternative ways to reward children. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

#### **Fundraising**

The Charter School does not generally host fundraisers at Resource Centers. However, in the event such a fundraiser occurs, foods and beverages that meet or exceed the USDA Smart Snacks in Charter Schools nutrition standards may be sold through fundraisers at the Charter School Resource Centers during the school day. The Charter School will make available to parents and teachers a list of healthy fundraising ideas.

#### **Nutrition Promotion**

The Charter School will promote healthy food and beverage choices for all students throughout the school Resource Centers, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing at least ten evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques described above; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in Charter School nutrition standards.

#### **Food and Beverage Marketing in Schools**

The Charter School does not generally allow food and beverage marketing at Resource Centers. However, in the event such activity occurs, any foods and beverages marketed or promoted to students on the school Resource Centers during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

As the Executive Director reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by this Policy.

### **III. Physical Activity**

The Centers for Disease Control ("CDC") recommends that all children and adolescents participate in a minimum of sixty (60) minutes of physical activity every day. The CDC recommends that aerobic activity make up the bulk of such physical activity, with vigorous-intensity aerobic activity on at least three days per week. The CDC also recommends that physical activity include muscle strengthening activities, such as gymnastics or push-ups, on at least three days per week, and bone strengthening activities like jumping rope or running at least three days per week. The Charter School has the following specific goals to promote student wellness, consistent with this Policy:

- All students will have access to Physical Education coursework
- All students will be offered Health education coursework

- All teachers will be given annual professional development focused on student health

In developing these goals, the Charter School reviewed and considered evidence-based strategies and techniques and parent input. The Charter School will work toward achievement of these goals by:

- Updating the Safety Plan annually to remain current on school safety protocol
- Providing a clean and safe place for students to eat while at the Resource Center if needed
- Annually surveying students and parents on areas of strength and areas for improvement
- Annually conducting Open House and Senior Exit Orientations to gather feedback from students and parents on Resource Center operations

#### IV. Other Activities that Promote Student Wellness

The Charter School will integrate wellness activities across the entire Charter School setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The Charter School will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of this Policy, including but not limited to ensuring the involvement of parents and the community.

All Charter School-sponsored events will adhere to this Policy's wellness guidelines. All Charter School-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

#### Community Partnerships

The Charter School will continue to develop and enhance its *current efforts* in relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this Policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with this Policy and its goals.

#### Professional Learning

When feasible, the Charter School will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help the Charter School staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

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#### Human Trafficking Prevention

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

In accordance with the California Healthy Youth Act, Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available on the Student & Parent Handbook page of the Charter School's website for your convenience (<https://audeo3.com/student-and-parent-handbook/>). Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

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Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on Charter School’s website for your review.

**Mental Health Services**

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

Available through the School:

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached at (858) 678-2020. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed in this letter, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact the School Administrator at (858) 678-2050 to request an evaluation.
- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact the school nurse at (858) 678-2050.

Available in the Community:

- Please visit the Student Resources page on the school website to find mental health resources in your community.

Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

**Mental Health Notice**

Our school supports student mental health and wellness through a positive school culture and safe, supportive learning environments. Annually, an average of 99% of parents and 99% of students report feeling safe and supported at our school. Through professional development and trainings, teachers and staff are provided with the skills and tools needed to identify youth in crisis, intervene appropriately, and provide comprehensive support in partnership with families. Teachers and staff participate in Youth Mental Health First Aid (YMHFA), Trauma Informed Practices (TIPS), and Signs of Suicide (SOS) trainings. Our school provides direct mental health services to students that support social-emotional development and stability. Parent(s)/Guardian(s) may initiate access to available pupil mental health services at the school’s Resource Center or through the school’s community partners. If you or someone you care about is experiencing a suicidal or mental health crisis, please call the Access and Crisis Line at (888) 724-7240. Trained and experienced counselors are available 7 days a week, 24 hours a day to provide support, referrals, and crisis intervention. You can also call the Access and Crisis Line if you are concerned about someone, just need to talk, have questions about how to offer support, or if you are looking for information about community resources, mental health referrals, and alcohol and drug support services. If emergency medical care is needed, call

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9-1-1 or go to the emergency room of the nearest hospital. More information about these mental health services are on the school website and mailed out annually to all families.

**Pregnant and Parenting Students**

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

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

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

Lynne H. Alipio  
Chief Business Officer and CFO  
(858) 678-2048  
[lalipio@altussschools.net](mailto:lalipio@altussschools.net)

A copy of the UCP is available on the school website. For further information on any part please contact the Executive Director.

**Other Services/Resources Available**

**Audeo III** partners with many community service organizations and agencies to support the health and wellness of students and families. This is to ensure that the focus for the student is on learning and academic success. To learn more about these services/resources, contact your teacher, the School Nurse at (858) 678-2050, OR visit [www.audeo3.com](http://www.audeo3.com).

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## Key School Policies

### ***Student Responsibilities***

- Attend Resource Center meetings according to the schedule on the master agreement and arrive on time.
- Complete ALL assignments as scheduled.
- Participate in Resource Center activities.
- Follow all rules and procedures.
- Follow school rules, including the Internet Use, Student Citizenship and the Zero Tolerance Policies, and obey the Loitering Law.
- Cooperate with adults and other students and respect the rights of others to learn and help to create a positive learning environment for everyone.
- Refrain from using profanity or making derogatory statements ("put-downs").
- Respect the property of the Charter School, the community, and others.
- Be responsible for the care and return of all instructional materials and textbooks.
- Maintain honesty and integrity in completing all work, tests, and evaluations.

### ***Student Academic Integrity & Citizenship***

At AUDEO, we expect our students to be good citizens and to be honest. We expect students to complete assessments without outside assistance, not to plagiarize, respect instructional materials and school resources, and to make a good-faith effort when completing exams and required tests.

### ***Internet/Student Use of Technology Policy and Acceptable Use Agreement***

Technology and access to the internet are part of the learning opportunities available at [Audeo III](#). We strongly believe in the educational value of such services and recognize their potential to support our curriculum and student learning. Time using technology, the computer and/or the internet must be used productively to support academic progress. The School will make every effort to protect students from any misuses or abuses as a result of their experience with the Internet. All users must be continuously on guard to avoid inappropriate and illegal interactions on the internet. Students will be required to sign an Acceptable Use Agreement prior to being granted access to [Audeo III](#) technology.

### ***Student Use of Technology Policy***

New technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. [Audeo Charter School III \("Charter School"\)](#) offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. The Charter School Governing Board intends that technological resources provided by the Charter School be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

**Definitions**

Use of Charter School equipment and access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of an educational purpose. Students and staff have a duty to use Charter School resources only in a manner specified in the Policy.

**“Educational purpose”** means classroom activities, research in academic subjects, career or professional development activities, Charter School approved personal research activities, or other purposes as defined by the Charter School from time to time.

**“Inappropriate use”** means a use that is inconsistent with an educational purpose or that is in clear violation of this Policy and the Acceptable Use Agreement.

**Notice and Acceptable Use Agreement**

The Charter School shall notify students and parents/guardians about authorized uses of Charter School computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before a student is authorized to use the Charter School’s technological resources, the student and the student’s parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and the student’s parent/guardian shall agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.

**Safety**

The Charter School shall ensure that all Charter School computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.

To reinforce these measures, the Executive Director or designee shall implement rules and procedures designed to restrict students’ access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall monitor students while they are using Charter School computers, laptops, or tablets to access the internet or online services on a Charter School resource center and may have teacher, certificated teacher resource, student aides, and volunteers assist in this monitoring. Parents/guardians are required to supervise and monitor their child’s use of Charter School equipment including but not limited to their child’s access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

The Executive Director or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Executive Director or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student’s online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils, directed toward one or more pupils that has or can be reasonably predicted to have one or more of the following effects:
  - a) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupil's person or property.
  - b) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
  - c) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
  - d) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the school.
- 2) As used in connection with "bullying," an "electronic act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
  - a) A message, text, sound, video, or image.
  - b) A post on a social network Internet Web site, including, but not limited to:
    - i) Posting to or creating a "burn page" (i.e., an Internet Web site created for the purpose of bullying).
    - ii) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects of bullying. To create a "credible impersonation" means to (knowingly and without consent) impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - iii) Creating a false profile for the purpose of having one or more of the effects of bullying. A "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.
  - c) An act of cyber sexual bullying. The term "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 of bullying. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act. The term "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Students are expected to follow safe practices when using Charter School technology.

Charter School advises students:

1. To never share passwords, personal data, or private photos online.
2. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
3. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.

4. To consider how it would feel receiving such comments before making comments about others online.

Students shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the Charter School, other students, or the community. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Student use of Charter School computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Executive Director or designee shall block access to such sites on Charter School computers with Internet access.

The Executive Director or designee shall oversee the maintenance of the Charter School's technological resources and may establish guidelines and limits on their use.

All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology.

Student use of Charter School's computers, networks, and Internet services is a privilege, not a right. Compliance with the Charter School's policies and rules concerning computer use is mandatory. Students who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

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### Acceptable Use Agreement

The Charter School Governing Board believes that providing access to technology enhances the educational experience for students. However, student use of Charter School computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

1. **Security.** Students shall not impair the security of Charter School technology resources. Students are expected to:
  - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
  - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering

system is 100% effective. Neither the Charter School nor its staff, employees, officers, directors or volunteers shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The student and parent/guardian agree not to hold the Charter School, or any Charter School staff, employees, officers, directors or volunteers responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless the Charter School, Charter School staff, employees, officers, directors and volunteers for any damages or costs incurred. Parents/guardians are required to supervise and monitor their child's use of Charter School equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

**4. Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared, and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate Charter School policy or local law. These include but are not limited to:

- a. Playing games or online gaming.
- b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
- c. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.
- d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
- e. Conducting any activity that is in violation of Charter School policy, the student code of conduct or local, state or federal law.
- f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
- g. Conducting for-profit business.
- h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
- i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
- j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
- k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.

**5. No Expectation of Privacy.** Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. The Charter School reserves the right to access stored computer records and communications, files, and other

data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.

- 6. Disruptive Activity.** Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
- 7. Unauthorized Networks.** Students may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
- 8. Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.
- 9. Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Student Use of Technology Policy and the Acceptable Use Agreement, please complete the required form to indicate that you agree with the terms and conditions provided. The signature of both the student and parent/guardian are mandatory before access may be granted to the technologies available. The document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties. Charter School encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

I understand that computer use is a privilege and not a right. I understand that students who violate this policy in any way will be subject to a referral and possible suspension or expulsion. I understand that if a student willfully damages Charter School's property, including but not limited to Charter School's technology, equipment and networks, or fails to return Charter School's property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid or the property has been returned. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades, transcripts and diploma will be released. When the minor and parent are unable to pay for the damages, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. A student over the age of majority shall be liable for the same. (Ed. Code § 48904).

A copy of this form is available on the Charter School's website.

### ***Loitering Law***

It is unlawful for any juvenile who is subject to a compulsory alternative education program to loiter, idle, wander or be in or upon the public streets, highways, roads, alleys, parks, playgrounds, or other public grounds, public places, public buildings, or the premises of any establishment, vacant lots or unsupervised place between the hours of 8:30 a.m. and 2:30 p.m. on any day when that juvenile otherwise would be required to attend a regular compulsory education school (Municipal Code section 58.05). This means that students should either be in the Resource Center or at home between the hours of 8:30 a.m. and 2:30 p.m., Monday through Friday, unless an excused absence is on file.



Suspension and Expulsion Policy

Policy

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and wellbeing of all students at Audeo Charter School III ("AUDEO III" or "Charter School"). In creating this policy, AUDEO III has reviewed Education Code Section 48900 et seq. which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions, expulsions and involuntary removal. The language that follows closely mirrors the language of Education Code Section 48900 et seq. AUDEO III is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

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

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The AUDEO III administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and procedures are available upon request at the Executive Director's office.

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

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

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent, guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons

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including, but not limited to, failure to comply with the terms of the student’s independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

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**Procedures**

**A. Grounds for Suspension and Expulsion of Students**

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

**B. Enumerated Offenses**

1. Discretionary Suspension Offenses: Students may be suspended for any of the following acts when it is determined the pupil:
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall only apply to students in any of grades 9-12, inclusive.
  - l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

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- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or

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harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
- iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

- i. A message, text, sound, video, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
  - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
  - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
  - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. An act of cyber sexual bullying.
  - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - (b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

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- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

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w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

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a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Coordinator or designee's concurrence.

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b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

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a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew

packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

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- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school

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personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

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- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with their academic performance.
  - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual

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recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

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v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

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

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a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

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

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The Charter School will use the following definitions:

- The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.





In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

**D. Authority to Expel**

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

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the pupil or a member of the Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

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**E. Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the pupil has committed an expellable offense and recommends the student for expulsion.

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

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Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

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1. The date and place of the expulsion hearing.
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
3. A copy of AUDEQ III's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at AUDEQ III to any other school district or school to which the student seeks enrollment.
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

**G. Record of Hearing**

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

**H. Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

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**I. Expulsion Decision**

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

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If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to his/her educational program.

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The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

**J. Written Notice to Expel**

The Executive Director or designee, following a decision of the Board to expel shall send written notice of the

decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: a) Notice of the specific offense committed by the student; and b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with AUDEO III.

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: a) The student's name; and b) The specific expellable offense committed by the student.

#### K. Disciplinary Records

AUDEO III shall maintain records of all student suspensions and expulsions at AUDEO III. Such records shall be made available to the authorizer upon request.

#### L. No Right to Appeal

The pupil shall have no right of appeal from expulsion from AUDEO III as the Board of Directors' decision to expel shall be final.

#### M. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. AUDEO III shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

#### N. Rehabilitation Plans

Students who are expelled from AUDEO III shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to AUDEO III for readmission.

#### O. Readmission or Admission of Previously Expelled Student

The decision to readmit a pupil after the end of the student's expulsion term or to admit a previously expelled pupil from another school district or AUDEO III who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Executive Director's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon AUDEO III's capacity at the time the student seeks readmission or admission to the Charter School.

#### P. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

#### R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students

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with Disabilities

1. Notification of SELPA

AUDEO III shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that AUDEO III or the SELPA would be deemed to have knowledge that the student had a disability.

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2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, AUDEO III, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

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- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If AUDEO III, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

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If AUDEO III, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

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- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the AUDEO III had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and AUDEO III agree to a change of placement as part of the modification of the behavioral intervention plan.

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If AUDEO III, the parent/guardian, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then AUDEO III may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

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4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or AUDEO III believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

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When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or AUDEO III, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and AUDEO III agree otherwise.

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In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

AUDEO III personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

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The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

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6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 team.

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7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated AUDEO III's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if AUDEO III had knowledge that the student was disabled before the behavior occurred.

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AUDEO III shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

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- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to AUDEO III supervisory or administrative personnel, or to one of the child’s teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child’s teacher, or other AUDEO III personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other AUDEO III supervisory personnel.

If AUDEO III knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If AUDEO III had no basis for knowledge of the student’s disability, it shall proceed with the proposed discipline. AUDEO III shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by AUDEO III pending the results of the evaluation.

AUDEO III shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

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**Dress Code**

In order to establish and maintain a safe and productive environment, students are expected to wear appropriate clothing and footwear to Resource Centers and to field trips/school-sponsored events. Parents/guardians will be notified and students will be asked to change or sent home if they are found to be in violation of the dress code.

Dress code violations include the following:

- Pants sagging below the waist
- Swimsuits or sleepwear, including bedroom slippers
- Shorts/skirts/dresses that are above mid-thigh
- Tube tops, backless shirts, see-through garments, shirts that show the midriff, muscle tank tops, and clothing that would be considered revealing and/or a distraction to the learning environment
- Visible undergarments (including boxer shorts, bras, etc.)
- Clothing that promotes alcohol, drugs, tobacco, or other controlled substances
- Clothing that uses suggestive/vulgar/profane language and/or images
- Head coverings such as, hats, bandanas, beanies, or do-rags (note: headwear worn for religious purposes is permitted)

**Cell Phones, Smartphones, Pagers & Other Electronic Signaling Devices Policy**

The Board of Directors recognizes the potential for cell phones, smartphones, pagers, and electronic signaling devices (hereinafter collectively referred to as “private devices”) to disrupt the learning environment of Audeo Charter School III (“Charter School”), and adopts this Policy to permit students to possess, but not use private devices while on site or at the resource center, at school-sponsored activities, or under the supervision of Charter School employees, except as otherwise provided in this Policy. Students who possess any private devices must always keep them turned off and out of view while on school grounds

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or at school-sponsored activities and functions. Charter School teachers, administrators, and staff will confiscate any private devices used by a student in violation of this Policy.

All students are required to adhere to the following guidelines regarding private devices:

Private devices may be used:

- Off school site before or after school.
- Before or after any Charter School sponsored activity occurring before or after the school's instructional day.
- In the case of an emergency, or in response to a perceived threat of danger.
- When a teacher or administrator of the Charter School grants permission to a student to possess or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.
- When a licensed physician and surgeon determines that the possession or use of a private device is necessary for the health or well-being of the student.
- When the possession or use of a private device is required in a student's individualized education program ("IEP").

Private devices shall be turned off and shall not be used:

- While at the resource center, including workshops, seminars, tutoring and any other school activity, which takes place during the scheduled instructional day on or off site.
- During events sponsored by the Charter School.
- On field trips or excursions sponsored by the Charter School.

Possession of private devices is a privilege, which may be forfeited by any student who fails to abide by the terms of this Policy. All Charter School employees shall remove any private device from the possession of a student found to be violating this Policy. If a private device is heard ringing, beeping, or buzzing from inside a jacket, purse, backpack, or other similar article, whether within the immediate presence of the student or not, a Charter School employee may remove the private device and confiscate the private device. Parents/guardians will be contacted to pick up any confiscated private devices at the end of the instructional time at the resource center or at the conclusion of a Charter School sponsored activity.

In addition to this Policy, all other applicable Charter School student discipline policies and rules shall apply to any student who fails to comply with the requirements of this Policy.

Students who possess any private device(s) shall assume sole responsibility for the maintenance and care of any such private device(s) in accordance with this Policy. At no time shall the Charter School be responsible for preventing theft, loss or damage to any private devices brought onto campus or at Charter School sponsored activities.

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A complete copy of the Cell Phone/Electronics Policy is available for review on the school website.

### ***Lost or Damaged School Property***

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, Charter School will provide a

program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and diploma will be released.

### ***Parents' Responsibilities***

- Ensure that students get to their scheduled appointment on time. If this is not possible, contact the teacher to arrange an alternate time.
- Hold high expectations for your student, regularly monitor his or her daily work.
- Support school rules and the independent study definition of attendance—students complete school work rather than spending time in the Resource Center.
- Establish a schedule with the student and provide a space for study time at home.
- Arrange for student to attend appropriate field trips and supplemental tutoring sessions.
- Meet with staff when requested, particularly during master agreement signing conferences.
- Participate in decisions related to the education of your student.
- Ensure that students are clothed properly for school and school events.

### ***Parents' Role in Discipline and Behavior***

Parents are expected to cooperate with Charter School staff in maintaining and encouraging proper standards of behavior for their children. The following points may prove helpful:

- Instill in your child a sense of responsibility for what he/she says and does.
- Help your child to solve conflicts in a peaceful manner.
- Review your own attitude about discipline and behavior.
- Make sure you communicate with the school to learn necessary facts and expected behavior.
- As a role model for your child, show respect for learning and the necessity for completing an education.

### ***Emergency Procedures and School Safety Plan***

[Audeo III](#) Resource Centers have plans and preparations for major emergency situations. We believe that the reactions of people in emergencies depend largely upon their training. Our staff has been trained, and drills are held regularly to make certain that the students understand emergency procedures.

Please assure students that they are as safe at school as they are at home in a serious emergency. The safety and welfare of the students is our primary concern in the event of an emergency. Your child should be instructed to obey the directions of their teachers in general and especially in emergency situation.

[Audeo III](#) defines a crisis as any incident that disrupts the educational program and/or affects the emotional stability of students or staff. In the event of a crisis, such as a natural disaster, we ask the following:

- Please do not telephone the school. Telephone lines will be needed for emergency communications.
- Please do not drive to the Resource Center if possible. Streets should be as open as possible for emergency vehicles.
- Listen to your local radio station and news for information and advice.

In conjunction with the National Association for Search and Rescue, we urge every family to make home emergency plans and preparations.

If you have questions about our emergency preparedness program, please contact your teacher. A complete copy of the [Audeo III](#) Comprehensive School Safety Plan is available on the school website and at each Resource Center.

### ***School Bus and Passenger Safety***

All students who are transported in a school bus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety as outlined in the Transportation Safety Plan.

### ***Transportation Safety Plan***

Because Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School ("CHARTER SCHOOL" or the "Charter School") provides transportation to CHARTER SCHOOL activity, the Board of Directors ("Board") approved the following transportation safety plan, which contains procedures for Charter School personnel to follow to ensure the safe transportation of students. A copy of this Plan will be kept at each CHARTER SCHOOL and will be made available upon request to an officer of the Department of the California Highway Patrol. Students shall be informed that any violation of Charter School policies and procedures, including violation of safety procedures on a school bus or school activity bus, could result in discipline pursuant to the CHARTER SCHOOL discipline policy.

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**Definitions**

- "School bus" is any motor vehicle designed, used, or maintained for the transportation of a Charter School student at or below the grade 12 level to or from Charter School Resource Center or to and from Charter School activities. "School bus" does not include a passenger vehicle designed for and when actually carrying not more than 10 persons, including the driver, except any vehicle or truck transporting two or more students who use wheelchairs.

"School activity bus" is any motor vehicle, other than the school bus, operated by a common carrier, or by and under the exclusive jurisdiction of a publicly owned or operated transit system, or by a passenger charter-party carrier, used under a contractual agreement between Charter School and carrier to transport Charter School students at or below the grade 12 level to or from a Charter School activity, or used to transport students from residential schools, when the students are received and discharged at off-highway locations where a parent or adult designated by the parent is present to accept the student or place the student on the bus.

- "Private passenger vehicle" is any other privately owned or leased vehicle not included in the definitions above, designed for and when not carrying more than 10 persons, and operated by a parent/guardian or staff driver to transport student to and from a Charter School activity.

**Determining Whether a Student Requires an Escort**

If the Resource Center or school activity destination is located on the opposite side of the street of the actual bus stop, then Charter School and California Vehicle Code section 22112(d) require the student to be physically escorted by the bus driver across that street and under the bus drivers' direction and supervision. The bus driver will be required to activate the school bus red flashing crossover lights and if so equipped, the stop arm, and physically get out of the bus to assist the students safely across the street. Charter School requires ALL students who cross the street, be physically escorted by the bus driver with crossover lights and signs being activated.

**Procedures for Kindergarten through Eighth Grade Students Regarding Boarding and Exiting the Bus**

CHARTER SCHOOL has created the following procedures to govern the safe entry and exit of kindergarten through eighth grade students to and from the school bus. Charter School is not required to use the services of an onboard school bus monitor in addition to the driver to ensure these procedures are followed.

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**Boarding:**

1. Students shall board or exit the school bus ONLY at their assigned bus stop or school activity destination.
2. Students shall board in an orderly manner and utilize the handrails for their safety while loading and unloading.
3. Students are to find their seat as quickly as possible and sit down facing the front of the bus.
4. Students are to remain seated at all times while the bus is in motion.
5. Students are to maintain a noise level which will allow the bus driver to hear approaching traffic.
6. Students are to follow the directions of the bus driver while they are aboard the bus.
7. Students are responsible to follow all rules and regulations.

#### Exiting:

1. Students shall stay seated until the bus comes to a complete stop.
2. Once the driver has stopped the bus completely and opened the door, students are to unload seat by seat starting with the front of the bus and continuing seat by seat until the bus is empty.
3. Students remaining on the bus are to remain seated until the bus stops at their assigned bus stop or school activity destination.
4. Students will unload in an orderly manner using the handrails.
5. Students shall exit the bus only at their assigned bus stop or school activity destination. Exceptions will only be allowed when the student presents the bus driver with a note signed by the student's parent and endorsed by the Executive Director.
6. Students are to move away from the bus as they unload. Students shall not get underneath the bus to retrieve a book, paper or some other article. The student should always tell the bus driver and have the bus driver get the article for them.
7. Students should always use crosswalks and controlled intersections when available and should not cross in the middle of the block.
8. Students must avoid trespassing on other people's property, stay on sidewalks when possible.

#### **Procedures for All Students to Follow as They Board or Exit a School Bus at CHARTER SCHOOL Resource Center or Other School Activity Location**

CHARTER SCHOOL has created the following procedures to govern the safe entry and exit of all students at Charter School Resource Center or other school activity location.

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#### Boarding Buses at Resource Center or School Activity Location:

1. The school bus driver may not activate the flashing amber warning light system, the flashing red light signal system, and stop signal arm at any school.
2. The driver will monitor the students' entry onto the bus to ensure an orderly and safe entry for all students.
3. The group of students, along with the teacher(s) and any other adult personnel attending a school activity, shall assemble in an area away from the school bus to wait. When the students are ready to load, the Charter School staff shall inform the driver, and the driver will begin the boarding process.
4. Upon completion of the boarding process, the driver will proceed with the bus evacuation and safety presentation, described below. This shall include an explanation and demonstration of all emergency exits, first aid kits, fire extinguishers, etc.
5. Upon completion of the presentation, the driver shall have the Charter School teacher or head chaperone sign a trip sheet, acknowledging the presentation has been given. The driver will then depart when safe to do so.

Exiting Buses at School Site or School Activity Location:

1. Upon arrival at Charter School Resource Center, the driver shall take the bus to the designated student drop off area.
2. Upon reaching the designated area, the driver will park the bus and open the door when it is clear and safe to do so. The flashing red signal lights will not be activated.
3. Upon arrival at the school or school activity destination, the driver will select an area where the bus can be lawfully parked and the boarding/exiting of students can be reasonably controlled.
  - a. The driver will confer with the Charter School teacher/head chaperone regarding the time and location where the group will assemble to reload the bus.
  - b. When it is clear and safe to do so, the driver will have the students disembark the bus. The flashing red signal lights will not be activated.
  - c. When the Charter School teacher/head chaperone has confirmed all students are accounted for, the group may proceed to the trip.
4. Students exiting the bus at either Charter School Resource Center or a school activity location should do so in an orderly, respectful, and appropriate manner, following all instructions from Charter School staff and the bus driver.

**Procedures for School Staff to Ensure a Student is Not Left Unattended on a School Bus or School Activity Bus**

CHARTER SCHOOL staff members should always be involved and active in the supervision of the loading and unloading of students at Charter School Resource Center and on activity trips to ensure no student is left unattended on the school bus or school activity bus.

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To do this, CHARTER SCHOOL staff shall adhere to the following procedures:

1. Before leaving the Resource Center for a school activity, the Charter School teacher/head chaperone for the trip shall ensure they have a copy of the class roster with all student names.
2. Once the bus reaches the destination, a Charter School teacher/head chaperone shall be the first person off the bus and will note each student who exits the bus by comparing the exiting students against the class roster.
3. A Charter School staff member/chaperone shall be the last person to exit the bus at each stop to ensure no students are on left board. Before exiting the bus, the staff member/chaperone will walk up the aisle, checking each seat and area on the floor by each seat to ensure no students are present.
4. Once all students and staff/chaperones have exited the bus, but before leaving for the designated activity, the Charter School teacher/head chaperone will conduct another roll call by calling out each student's name and waiting for verbal and visual confirmation from the student of being present.
5. The Charter School teacher/head chaperone will discuss with the bus driver a way to contact each other in the event it is later discovered a student is still on the bus.

**Procedures and Standards for Designating an Adult Chaperone, Other than the Bus Driver, to Accompany Students on a School Activity Bus**

CHARTER SCHOOL shall follow its applicable policies and procedures, including its visitor and volunteer policy, for designating an adult chaperone other than the school bus driver to accompany students on a bus or a school activity bus. All appropriate background checks will be conducted on any chaperone prior to the chaperone's attending a school trip or school activity bus.

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**Instruction in School Bus or School Activity Bus Emergency Procedure and Passenger Safety**

CHARTER SCHOOL shall ensure that all students who are transported in a school bus or school activity bus receive instruction in school bus emergency procedures and passenger safety.

#### **Instruction for Students who were not Previously Transported in a School Bus**

Upon registration, the parents/guardians of students who were not previously transported in a school bus or school activity bus and who are in kindergarten through grade 6, inclusive, shall be provided with written information on school bus safety. This information shall include, but not be limited to, the following:

1. A list of school bus stops near the student's home.
2. General rules of conduct at school bus loading zones, such as:
  - a. While waiting for the school bus to arrive, students must stand single file in an orderly and well-behaved line.
  - b. Students are not to play in or be in the street or private property.
  - c. Students shall be on the proper side of the street before the bus arrives at the bus stop.
  - d. Students should arrive at their bus stop five minutes prior to the scheduled leaving time.
  - e. If the student is late and needs to cross the street that the bus is stopped on, the student must wait for the bus driver to escort the student across the street.
  - f. Students should not approach the bus until it comes to a complete stop at the stop;
  - g. Students should board and exit the bus in an orderly fashion, with no pushing or shoving.
  - h. Students should understand the bus driver is in charge at all times, and students should follow the bus driver's directions.
  - i. The driver will immediately activate the red flashing crossover lights and stop arm if so equipped.
  - j. Animals, birds, reptiles, fish, insects, breakable containers, weapons, or any object or substance that could be hazardous will not be transported on the bus.
3. Red light crossing instructions, consistent with this Plan.
4. School bus danger zone(s).
5. Walking to and from school bus stops.

#### **Instruction for all Students Prior to Departure on School Trip**

Finally, prior to departure on a school activity trip, CHARTER SCHOOL shall provide safety instruction to all students riding in a school bus or school activity bus. This instruction shall include, but not be limited, to the following:

1. Location of emergency exits; and
2. Use of emergency equipment.
  - a. Instruction may also include responsibilities of passengers seated next to an emergency exit.
3. Instruction on how to use the passenger restraint systems, including but not limited to the following:
  - a. Proper fastening and release of the passenger restraint system;
  - b. Acceptable placement of passenger restraint systems on students;
  - c. Times when the passenger restraint systems should be fastened and released; and
  - d. Acceptable placement of the passenger restraint systems when not in use.

#### **Operation of School Bus or School Activity Bus when Visibility Reduced to 200 Feet or Less**

Pursuant to Vehicle Code section 34501.6, CHARTER SCHOOL is required to adopt procedures that limit the operation of school buses and school activity buses when atmospheric conditions reduce visibility on the

roadway to 200 feet or less during regular home to school transportation service. Bus drivers of school activity buses shall have the authority to discontinue school activity bus operation if the driver determines that it is unsafe to continue operation because of reduced visibility.

For purposes of this Plan, the procedures for school bus drivers shall be as follows:

- 1. The school bus driver will notify the Executive Director that atmospheric conditions have reduced visibility to 200 feet or less.
- 2. The Executive Director may consult with legal counsel as needed.
- 3. The Executive Director may direct that school bus activity will be suspended or delayed for a minimum of one (1) hour through an indefinite suspension or delay if required by the conditions. The length of time for the suspension or delay of school bus services shall be at the discretion of the Executive Director.

**School Employees and Parent/Guardian as Chaperones and Drivers (Private Passenger Vehicles)**

As field trips and excursions are an integral part of the Charter School learning experience, parents are encouraged to participate in an assisting role with students. The Executive Director or the coordinating teacher will provide parents and guardians with specific supervisory guidelines prior to any Charter School group trip involving students. Topics to be included are safety regulations, emergency responses, and responsibilities of the parent volunteers and language or behavior requirements of all attendees.

A participating parent or guardian may be assigned to a specific group of students to supervise and will be responsible for these students at all times during the field trip or excursion. Under no circumstances will a parent or guardian consume alcohol or use controlled substances (except for medications taken under a physician's orders) during a field trip or excursion. The parent or guardian will notify the coordinating teacher, in advance of the field trip or excursion, should he/she be under a physician's orders and using medications.

Parent/guardian or staff may transport students in their private vehicles for field trips. Parents may decline permission for their child to be transported by a staff member/other parent or guardian in a private passenger vehicle, in which case that student will be responsible for his/her own transportation.

All adults taking out-of-state field trips or excursions (including athletics meets and games), and all parents or guardians of pupils taking out-of-state field trips or excursions (including athletics meets and games) are required to sign a statement waiving all claims against Charter School, its employees, and the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion (including athletics meets and games).

At all times during the field trip or excursion, employee and volunteer drivers will use the safest mode of transportation and the safest and most direct routes of travel. If travel is not by bus, the legal occupancy limit of ten (10) occupants (including the driver) must not be exceeded, all speed notices must be strictly adhered to and students are to be seated with individual seatbelts at all times.

CHARTER SCHOOL shall take reasonable precautions to ensure that all employees and volunteers who transport students are responsible and capable operators of the vehicles to be used and ensure compliance with Driver Requirements as follows:

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Employee or volunteer drivers who offer to provide transportation for a field trip or excursion (including athletics meets and games) must provide a copy of the following:

1. Proof of liability insurance for their vehicle with a minimum of \$100K/\$300K coverage.
2. A copy of their Driver's License and Vehicle Registration.
3. A written statement acknowledging that their insurance carrier is the primary agent responsible for insurance during the field trip or excursion.
4. A criminal background check conducted by the California Department of Justice ("DOJ"). Employees or volunteers whose DOJ report reveals a Driving Under the Influence conviction shall not be permitted to transport students or operate any vehicle on Charter School business for ten (10) years from the date of the conviction. Any employee or volunteer convicted of a felony shall not be permitted to transport Charter School students on Charter School business.
5. A Department of Motor Vehicles record. Employees or volunteers with driving records with two (2) points or more shall not be permitted to transport students or operate any vehicle for Charter School field trips and excursions.

Each of these items will be provided to the Executive Director or coordinating teacher prior to driving on a field trip or excursion.

Under no circumstances shall students transport other students.

For the employee's/volunteer's safety and that of all the students in his/her car, the following rules apply:

1. All Charter School rules apply to students in the car. Employee/volunteer drivers are free to appropriately manage student behavior as necessary to maintain safety.
2. All California driving laws must be followed including child restraint laws: no texting or distracted driving, hands-free phone use only.
3. No movies may be shown in vehicles.
4. No side trips allowed, including gasoline stops. Please be sure to have enough gas before leaving on the trip.
5. Maps and directions from the teacher/coach should be reviewed prior to leaving.
6. No purchases for students should be made on the field trip/excursion including food or treats for students in the car.
7. Call the Charter School office immediately if there is a problem.

**Non-Discrimination Statement**

Audeo III ("charter school") is committed to equal opportunity for all individuals in education. Audeo III shall promote programs which ensure that discriminatory practices are eliminated in all school activities.

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**Audeo III** does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

**Audeo III** adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA").

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

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

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

The Charter School is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination in Employment Act of 1967; The Age Discrimination Act of 1975; the IDEA; and Section 504 and Title II of the ADA (mental or physical disability).

**Audeo III** also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

**Audeo III** does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which **Audeo III** does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. **Audeo III** will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the **Audeo III** Uniform Complaint Procedures ("UCP") Compliance Officer:

Lynne H. Alipio  
Chief Business Officer and CFO  
(858) 678-2048  
10170 Huennekens Street  
San Diego, CA 92121

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

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

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Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students’ ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, **AUDEO III (or “Charter School”)** prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school administrative offices, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

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

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

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

**Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):**

Tim Tuter  
Executive Director  
858-678-2042  
[ttuter@altusschools.net](mailto:ttuter@altusschools.net)

**Definitions**

**Prohibited Unlawful Harassment**

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

**Prohibited Unlawful Harassment under Title IX**

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. § 106.1 *et seq.*) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution’s admissions and employment practices, is

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prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by the Charter School.

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

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

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

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

### **Prohibited Bullying**

**Bullying** is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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

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

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

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

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

**Formal Complaint of Sexual Harassment** means a written document filed and signed by a complainant who is participating in or attempting to participate in [AUDEO III](#)'s education program or activity or signed by the

Coordinator alleging sexual harassment against a respondent and requesting that [AUDEO III](#) investigate the allegation of sexual harassment.

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

### **Bullying and Cyberbullying Prevention Procedures**

[AUDEO III](#) has adopted the following procedures for preventing acts of bullying, including cyberbullying.

#### **1. Cyberbullying Prevention Procedures**

[AUDEO III](#) advises students:

- a. To never share passwords, personal data, or private photos online.
- b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- d. To consider how it would feel receiving such comments before making comments about others online.

[AUDEO III](#) informs Charter School employees, students, and parents/guardians of [AUDEO III](#)'s policies regarding the use of technology in and out of the classroom. [AUDEO III](#) encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

#### **2. Education**

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

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

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

[AUDEO III](#) informs employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

#### **3. Professional Development**

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

**AUDEO III** informs certificated employees about the common signs that a student is a target of bullying including:

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

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

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

**AUDEO III** encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for **AUDEO III**'s students.

## **Grievance Procedures**

### **1. Scope of Grievance Procedures**

**AUDEO III** will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

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

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

### **2. Reporting**

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

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

Tim Tuter  
Executive Director

858-678-2042  
[ttuter@altussschools.net](mailto:ttuter@altussschools.net)

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

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

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

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

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

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

**3. Supportive Measures**

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

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

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#### 4. Investigation and Response

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

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

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

- Notice of the Allegations
  - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
    - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
    - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
    - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence;
    - A statement that AUDEO III prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
  - AUDEO III may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with AUDEO III's policies.
  - AUDEO III may remove a respondent from AUDEO III education program or activity on an emergency basis, in accordance with AUDEO III's policies, provided that AUDEO III undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
  - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
  - If a formal complaint of sexual harassment is filed, AUDEO III may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If AUDEO III offers such a process, it will do the following:
    - Provide the parties with advance written notice of:
      - The allegations;
      - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
      - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
      - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and



- Obtain the parties' advance voluntary, written consent to the informal resolution process.
- AUDEO III will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
  - The decision-maker will not be the same person(s) as the Coordinator or the investigator. [AUDEO III](#) shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
  - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
  - The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
  - The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
  - A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
  - Prior to completion of the investigative report, [AUDEO III](#) will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
  - The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
  - If the investigation reveals that the alleged harassment did not occur in AUDEO III's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable AUDEO III policy.
  - AUDEO III may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at AUDEO III; or
    - The specific circumstances prevent AUDEO III from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
  - If a formal complaint of sexual harassment or any of the claims therein are dismissed, AUDEO III will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - AUDEO III will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
    - The findings of facts supporting the determination;
    - The conclusions about the application of AUDEO III's code of conduct to the facts;
    - The decision and rationale for each allegation;
    - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and

- The procedures and permissible bases for appeals.

## 5. Consequences

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

## 6. Right of Appeal

Should the reporting individual find [AUDEO III](#)'s resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of [AUDEO III](#)'s decision or resolution, submit a written appeal to the Chairperson of the Board, who will review the investigation and render a final decision.

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

- The complainant and the respondent shall have the same appeal rights and [AUDEO III](#) will implement appeal procedures equally for both parties.
- [AUDEO III](#) will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

## 7. Recordkeeping

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

[AUDEO III](#) will maintain the following records for at least seven (7) years:

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

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## Educational Equity and Immigration Status Policy

Audeo Charter School III ("Charter School") recognizes and honors the attainment of education for the betterment of the individual and the community, and is committed to fostering a positive school environment in which students, educators, and staff feel safe, welcomed, supported, and connected. Charter School will provide a safe, secure, and peaceful learning environment for all students and staff. Charter School defines sensitive or safe locations to include its schools, official activities of its schools, including those occurring in public places and adjacent areas, and all of Charter School property, included but not limited to, facilities owned, controlled by, or leased by Charter School. Where outside contractors or service providers (particularly school resource officers) are regularly present at sensitive or safe locations or have access to student information, Charter School shall seek commitments from those parties not to facilitate immigration enforcement at any of the Charter School's sensitive or safe locations unless required by law.

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Information about children’s rights to a free education regardless of immigration status or religious beliefs and the Attorney General’s *Know Your Rights* handout will be provided to students and parents upon enrollment to Charter School.

All notices provided to parents pursuant to AB 699 shall be language-accessible in compliance with state and federal laws. Enrollment, registration, and uniform complaint procedures information provided on the Charter School website shall be language-accessible in compliance with state and federal laws.

**Responding to Hate Crimes and Bullying**

Charter School has adopted and publicized a *Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy* and provides annual notice of same to families. The Policy expressly prohibits discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics set forth in Section 422.55 of the Penal Code, including immigration status, and Section 220 of AB 699, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration or citizenship status, religion, religious affiliation, creed, color, citizenship, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, pregnancy, childbirth or related medical conditions, association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation. The Policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means. In accordance with the *Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy* and its *Uniform Complaint Policy and Procedures*, Charter School will promptly and thoroughly investigate any complaint of unlawful harassment, discrimination, intimidation, or bullying that constitute a hate crime or are otherwise based on actual or perceived characteristics listed above, and take appropriate corrective action, if warranted.

Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other. Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived religion, immigration status, or citizenship) and about the negative impact of bullying other students based on these protected characteristics.

Charter School shall train teachers, staff, and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above.

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Charter School shall inform students who are victims of hate crimes of their right to report such crimes.

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Complete copies of the *Uniform Complaint Policy and Procedures* and the *Title IX, Harassment, Discrimination, Intimidation, and Bullying Policy* are available for review at the administration office.

**Gathering and Managing Student and Family Information**

School has adopted an *Educational Records and Student Information Policy* to apply to all educational records and student information maintained by Charter School and provides annual notice of same to all families. Appropriate personnel shall receive training regarding those policies and procedures.

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Additionally, Charter School shall observe the following:

- Except as required by state or federal law or as required to administer a state or federally supported education program, Charter School officials and employees will not collect information or documents regarding citizenship or immigration status of pupils or their family members.
- If Charter School possesses information that could indicate immigration status, citizenship status, or national origin information, Charter School will not use the acquired information to discriminate against any student or families or bar children from enrolling in or attending school.
- If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status, or national origin, Charter School will not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.
- Charter School will not allow school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.
- Charter School will not inquire specifically about a student's citizenship or immigration status or the citizenship or immigration status of a student's parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student's immigration status, such as a green card, voter registration, a passport, or citizenship papers.

#### Admissions and Enrollment

As a charter school, Charter School is open to all students who wish to attend, regardless of residency. Notwithstanding this and where permitted by law, Charter School shall accept alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status, citizenship status, or national origin, and that do not reveal information related to citizenship or immigration status.

Charter School will accept the following list of documents as reasonable evidence of residency:

- Property tax payment receipts
- Rental property contract, lease, or payment receipts
- Utility service contract, statements, or payment receipts
- Pay stubs
- Voter registration
- Correspondence from a government agency
- Declaration of residency executed by the parent or legal guardian of the student
- Note: documents, information, or proof relating to citizenship or immigration status of students will never be requested for the enrollment process.

However, please note: (1) that parents and guardians are not required to provide each and every document listed and that (2) in accordance with the McKinney-Vento Homeless Assistance Act, Charter School will immediately enroll a homeless child or youth even if he or she is unable to provide proof of residency or age or other documentation normally required for enrollment.

Charter School will accept the following list of documents as reasonable evidence of age:

- Certified copy of birth record

- Statement by the local registrar or county recorder certifying date of birth
- Baptism certificate
- Passport
- When none of the foregoing is obtainable, an affidavit of the parent, guardian, or custodian, or any other appropriate means of proving the child's age.

Documents, information, or proof relating to citizenship or immigration status of students will never be requested for the enrollment process. Where any law requires submission of national origin related information to satisfy the requirements of a special program, Charter School personnel will solicit that documentation or information separately from the enrollment process.

#### *Social Security Information:*

Charter School will not collect entire social security numbers or cards or a statement that the parent or guardian does not possess a Social Security number for the purposes of enrollment, and failure to provide this information will not bar a student from enrolling or attending Charter School. However, the last four digits of an adult household member's Social Security number may be solicited and/or collected if required to establish eligibility for federal benefit programs such as free or reduced-price meals. This Social Security information will only be collected for the limited purpose of establishing eligibility for federal benefit programs and will not affect student enrollment. If no adult household member has a Social Security number, the student still can qualify for free or reduced-price meals, if the family meets the income eligibility requirements.

#### **Sharing Student and Family Information**

Charter School will avoid the disclosure of information that might indicate a student's or family's citizenship or immigration status if the disclosure is not authorized by the Family Educational Rights and Privacy Act (FERPA). Charter School requires written parental or guardian consent for release of student information unless the information is relevant for a legitimate education interest or includes directory information only.

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Neither exception permits disclosing information to immigration authorities for immigration-enforcement purposes; no student information shall be disclosed to immigration authorities for immigration-enforcement purposes without a court order or judicial subpoena. A copy of the complete *Education Records and Student Information Policy* is available for review in the administration office.

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Charter School's request for written parental or guardian consent for release of student information must include:

- (a) The signature and date of the parent, guardian, or eligible student providing consent;
- (b) A description of the records to be disclosed;
- (c) The reason for the release of information;
- (d) The parties or class of parties receiving the information; and
- (e) If requested by the parents, guardians, or eligible student, a copy of the records to be released.

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The parent, guardian, or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information that this not otherwise subject to release, Charter School shall not release the information. Charter School will permanently keep the consent notice with the record file.

Charter School personnel shall take the following steps upon receiving an information request related to a student's or family's immigration or citizenship status:

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- (a) Notify a designated Charter School official about the information request.
- (b) Provide students and families with appropriate notice and a description of the immigration officer's request.
- (c) Document any verbal or written request for information by immigration authorities.
- (d) Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order. Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on the local educational agency prohibits disclosure, Charter School shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

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### **Responding to Immigration Enforcement on Campus**

No visitor – which include immigration-enforcement officers – shall enter or remain on school grounds of the Charter School during school hours without having registered with the principal or designee. If there are no exigent circumstances necessitating immediate action, and if the immigration officer does not possess a judicial warrant or court order that provides a basis for the visit, the officer must provide the following information to the principal or designee:

1. Name, address, and occupation;
2. Age, if less than 21;
3. Purpose of entering school grounds;
4. Proof of identity; and
5. Any other information as required by law

Charter School requires that any visitor, including immigration enforcement officers, must not interrupt students and faculty during class time for immigration enforcement or other purposes, and must instead wait until a designated break period prior to or following a class period to carry out their judicial warrant or court order. A complete copy of the Charter School Visitor and Volunteer Policy is available for review in the administration office.

Charter School has posted signs at the entrance of its school grounds to notify outsiders of the hours and requirements for registration.

#### **Procedures for Responding to On-Campus Immigration Enforcement**

As early as possible, Charter School personnel will notify the Superintendent or designated administrator of any request by an immigration-enforcement officer for student access or access to school grounds for purposes related to immigration enforcement, or any requests for review of school documents (including for the services of lawful subpoenas, petitions, complaints, warrants, etc.

In addition, Charter School personnel will take the following steps in response to an officer present on the school campus specifically for immigration-enforcement purposes:

1. Advise the offer that before proceeding with his or her request, and absent exigent circumstances, school personnel must first receive notification and direction from the Executive Director.
2. Ask to see, and make a copy of or note, the officer's credentials (name and badge number). Also ask for and copy or note the phone number of the officer's supervisor.
3. Ask the officer his/her reason for being on school grounds and document it.
4. Ask the officer to produce a documentation that authorizes school access.
5. Make a copy of all documents provided by the officer. Retain one copy of the documents for the school records.
6. If officer declares that exigent circumstances exist and demands immediate access to the campus, Charter School personnel should comply with the officer's orders and immediately contact the Executive Director.
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation. If the immigration-enforcement officer has:
  - a. An ICE warrant, Charter School personnel shall inform the agent that he or she cannot consent to any request without first consulting with the Charter School's counsel or other designated agency official
  - b. A federal judicial warrant, such as a search-and-seizure warrant or an arrest warrant; prompt compliance is usually legally required. If feasible, consult with the Charter School's legal counsel or designated administrator before providing the agent access to the person or materials specified in the warrant
  - c. Subpoena for production of documents or other evidence
    - i. Immediate compliance is not required. Therefore, Charter School personnel shall inform the Charter School's legal counsel or other designated official of the subpoena, and await further instructions on how to proceed
8. While Charter School personnel should not consent to access by an immigration-enforcement officer, except as described below, he/she should not attempt to physically impede the officer, even if the officer appears to be exceeding authorization given under a warrant or document. If an officer enters the premises without consent, Charter School personnel shall document his or her actions while on campus
9. After the encounter with the officer, the Charter School shall promptly take written notes of all interactions with the officer. The notes shall include the following items:
  - a. List or copy of the officer's credentials and contact information;
  - b. Identity of all school personnel who communicated with the officer;
  - c. Details of the officer's request;
  - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant/subpoena, and whether the warrant/subpoena was signed by a judge;
  - e. Charter School personnel's response to the officer's request;
  - f. Any further action taken by the agent; and
  - g. Photo or copy of any documents presented by the agent
10. Charter School personnel shall provide a copy of those notes, and associated documents collected from the officer, to the Charter School's legal counsel or other designated agency official.

11. In turn, Charter School's legal counsel or other designated official] shall submit a timely report to the Charter School Board of Directors regarding the officer's requests and actions and Charter School's response(s).

12. E-mail the Charter School Board of Directors and Bureau of Children's Justice in the California Department of Justice, at [BCJ@doj.ca.gov](mailto:BCJ@doj.ca.gov), regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes

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Charter School personnel shall immediately notify the student's parents or guardians if a law-enforcement officer requests or gains access to a student for immigration-enforcement purposes, unless such access was in compliance with a judicial warrant or subpoena that restricts the disclosure of the information to the parent or guardian.

Charter School personnel shall receive consent from the student's parent or guardian before a student can be interviewed or searched by any officer seeking to enforce the civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge, or presents a valid, effective court order.

### **Responding to the Detention or Deportation of a Student's Family Member**

Charter School shall encourage that families and students have and know their emergency phone numbers and know where to find important documentation, including birth certificates, passports, Social Security cards, doctors' contact information, medication lists, lists of allergies, etc., which will allow them to be prepared in the event that a family member is detained or deported.

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Charter School shall permit students and families to update students' emergency contact information as needed throughout the school year, and provide alternative contacts if no parent or guardian is available. Charter School shall ensure that families may include the information of an identified trusted adult guardian as a secondary emergency contact in case a student's parent or guardian is detained. Charter School shall communicate to families that information provided within the emergency cards will only be used in response to specified emergency situations, and not for any other purpose.

In the event a student's parent/guardian has been detained or deported by federal immigration authorities, Charter School shall use the student's emergency card contact information and release the student to the person(s) designated as emergency contacts. Alternatively, Charter School shall release the student into the custody of any individual who presents a Caregiver's Authorization Affidavit on behalf of the student.

Charter School shall only contact Child Protective Services if the [local educational agency] personnel are unsuccessful in arranging for the timely care of the child through the emergency contact information that the school has, a Caregiver's Authorization Affidavit, or other information or instructions conveyed by the parent or guardian.

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Family Safety Plan



To the extent possible, Charter School will facilitate a family's development of a *Family Safety Plan* to be stored at a location known by the student. Such a plans may identify a trusted adult who can care for the student if no parent or guardian can do so. Students should know that the trusted adult is the person who the student should contact if his or her parents and/or guardians are detained or deported, and how to reach the trusted adult.

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### Additional Resources

In the event that a student's family member is detained, Charter School may refer the student and his or her family members to other resources, including, but not limited to:

- (1) ICE Detainee Locator
  - (<https://locator.ice.gov/odls/homePage.do>)
- (2) Legal Assistance
  - There are several legal aid organizations that may be able to provide legal assistance to secure the release of a student's detained parent, or to help arrange for the student to visit the parent
  - A list of California organizations accredited by Board of Immigration Appeals (BIA) to represent immigrants before the Department of Homeland Security (DHS) and Executive Office of Immigration Review (EOIR)
- (3) Consulate or Embassy.
  - The consulate or embassy of the parent's or guardian's country of origin may be able to offer additional information and assistance

Charter School will also ensure that the attorneys who they refer students to are licensed and in good standing with the State bar of California, by checking online at <http://www.calbar.ca.gov/Attorneys>

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## ***Student Freedom of Speech and Expression Policy***

*Audeo Charter School III ("Charter School") respects students' rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.*

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### **Definitions**

1. *"Obscenity"*: when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.
2. *"Defamation"*: Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.
3. *"Discriminatory Material"*: material that demeans a person or group because of the person/group's disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived

characteristics or any other basis protected by federal, state, local law, ordinance or regulation that has the purpose of humiliating, offending, or provoking a person/group.

4. *"Harassment (including sexual harassment), Intimidation and/or Bullying"*: severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: (1) placing a reasonable student or students in fear of harm to that student's or those students' person or property, (2) causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health, (3) causing a reasonable student to experience a substantial interference with his or her academic performance, (4) causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
5. *"Fighting Words"*: words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.
6. *"Vulgarity and/or Profanity"*: the continual use of curse words by a student, even after warning.
7. *"Violating Privacy"*: publicizing or distributing confidential or private material without permission.

#### *On-Resource Center Expression*

Student free speech rights include, but are not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. Student expression on the Charter School website and online media shall generally be afforded the same protections as print media within the Policy.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following: obscenity; defamation; discriminatory material; harassment (including sexual harassment), intimidation and/or bullying; fighting words; vulgarity and/or profanity; or violating privacy as defined above.

#### A. Distribution of Circulars, Un-Official Newspapers, and Other Printed Matter

Free inquiry and exchange of ideas are essential parts of a democratic education. Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the Executive Director or designee at least one (1) school day prior to distribution. The Executive Director or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy. Any student may appeal the decision of the Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.
2. Distribution, free or for a fee, may take place before school, after school, and/or during lunch provided there is no substantial disruption in the school programs (as determined by the Executive Director, . Distribution

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may not occur during instructional time and should not occur in locations that disrupt the normal flow of traffic within the school or at site entrances.

3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.
4. The solicitation of signatures must not take place in school offices, nor be substantially disruptive to resource center activities (as determined by the School Coordinator or the school's administrator, including but not limited to tutoring and group study).

#### B. Official School Publications

As a small independent student learning environment, the Charter School does not currently have school publications. Should the Charter School begin utilizing a pupil-operated publication in the future, Student editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this Policy. However, it shall be the responsibility of the journalism staff adviser(s) of student publications to supervise the production of the student staff, to maintain professional standards of English and journalism, and to maintain the provisions of this Policy.<sup>1</sup> The journalism staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this Policy. Charter School officials shall have the burden of showing justification without undue delay prior to a limitation of student expression under this Policy. If the journalism staff adviser(s) consider material submitted for publication to violate this Policy, he or she will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student should be given the opportunity to modify the material or appeal the decision of the journalism staff adviser to the Executive Director.

#### C. Buttons, Badges, and Other Insignia of Symbolic Expression

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

#### D. Use of Bulletin Boards

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials in resource center locations convenient to student use. Posted material must be in compliance with other sections of this Policy, particularly regarding the distribution of materials and prohibited speech. Students may not post or distribute materials regarding the meetings of non-curricular student-initiated groups.

#### E. Organized Demonstrations

Students have the right to lawful organized resource center demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite students to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the school are prohibited.

No organized demonstrations by school groups may take place off-site during school hours unless sanctioned by school authorities and supervised by a designated school authority. No individual student may demonstrate in the name of the Charter School or as an official school group at any time unless authorized by the Charter School to participate in the activity.

<sup>1</sup> "Official school publications" refers to material produced by students in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.

No student may participate in an organized demonstration that occurs during the hours of mandatory school attendance unless sanctioned by the Charter School and supervised by a designated Charter School employee. Missing school to attend an organized demonstration is not an excused absence. The Charter School will follow its Attendance Policy when determining consequences for students which may include but are not limited to detention, a low grade for a missed test, or receiving a truancy letter. The Charter School will follow its Suspension and Expulsion Policy when determining consequences for students if Charter School policy is violated.

#### F. Student Speeches

If a student is selected to speak at a Charter School sponsored event, including but not limited to graduation or school events, Charter School has the right to review the pre-prepared speech to ensure that unprotected speech is not included. If unprotected speech is included, the student will be given the opportunity to revise the speech or deliver a modified speech. If not revised or removed, the student will not be permitted to speak at the Charter School sponsored event.

#### Off-Site Expression

Off-site student expression, including but not limited to student expression on internet web sites not accessed from the resource centers, is generally constitutionally protected but shall be subject to discipline when such expression poses a threat to the safety of other students, staff, or Charter School property, or substantially disrupts the educational program. The Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program.

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#### Enforcement

1. Upon learning that students are considering actions in the areas covered by this Policy they will be informed of the possible consequences of their action under each specific circumstance. The Executive Director shall ensure that due process is followed when resolving disputes regarding student freedom of expression.
2. This Policy does not prohibit or prevent the Charter School Governing Board from adopting otherwise valid rules and regulations relating to oral communications by students upon the resource center premises.
3. No Charter School employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.
4. Charter School shall not make or enforce a rule subjecting a student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of a resource center, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

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#### Complaints

A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint by contacting the Charter School's Executive Director.

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Teacher Qualifications

Our school focuses on delivering a strong standards-based and personalized educational program. Professional development for teachers, communication with parents, and opportunities for tutoring have always been common practice at the school.

We have a rigorous selection process and we believe our teachers are outstanding. We not only hire teachers who are strong academically, we choose people:

- who will work with both the family and the student,
- who will go above and beyond in helping your child develop workplace skills like responsibility and dependability,
- who will assess your child’s strengths and build on them,
- who will provide support for their areas of weakness, and
- who will help your child succeed both personally and academically.

Your child is attending a school receiving Title I federal funds through the Elementary and Secondary Education Act (ESEA). At the beginning of each school year, local educational agencies receiving Title I funds are required to notify parents whose student(s) attend a Title I school that they may request, and the agency will provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student’s classroom teachers, including at a minimum:

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1. Whether the student’s teacher:

- Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
- Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
- Is teaching in the field of discipline of the certification of the teacher.

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

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Parents are invited to seek further information on their specific teacher’s or paraprofessional’s professional qualifications.

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Communication

Audeo III seeks to convey the most current, accurate information possible to our parents and students. This includes the use of surveys and periodic AlertNow automated messages to your contact numbers. These messages will contain timely, important information. In addition, please “Like” our Facebook page (www.facebook.com/Altus4U) to keep up-to-date on all Audeo III information.

Deleted: We are sure you know your child’s teacher and qualifications very well, but the law gives you the right to request information about:¶  
Whether the teacher has met the criteria for grade levels and subject areas taught;¶  
Whether the teacher is teaching under an emergency credential or license, or other provisional status;¶  
The baccalaureate degree major of the teacher and any graduate degree held by the teacher, and the field of discipline of that degree; ¶  
The qualifications of the paraprofessional in your child’s classroom.¶

As we encourage our students to succeed and be accountable for their work, we expect the same for our organization and our employees. If you have suggestions, ideas, or concerns, please feel free to discuss it with your student’s teacher.

Uniform Complaint Policy and Procedures (“UCP”)

Board Policy #: 1500  
Adopted/Ratified: May 5, 2009  
Amended Dates: June 29, 2015; March 10, 2016; August 26, 2020;

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The Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School, and Sweetwater Secondary School (“Audeo” or “Charter School”) policy is to comply with applicable federal and

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state laws and regulations. The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

#### **Scope**

This complaint procedure is adopted to provide a uniform system of complaint processing ("UCP") for the following types of complaints:

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

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

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

(3) Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.

a. "Educational activity" means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

b. "Pupil fee" means a fee, deposit or other charge imposed on students, or a student's parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

- i. A fee charged to a student 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.
- ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.

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

c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 – 52077, including an allegation of a violation of Education Code sections 47605.5 or 47607.3, as referenced in Education Code Section 52075, regarding local control and accountability plans.

d. If the Charter School finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, Audeo shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected students, parents/guardians, subject to procedures established through regulations adopted by the state board.

e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or, Audeo, and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

(4) Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or LCAP under Education Code sections 47606.5 and 47607.3, as applicable.

(5) If Audeo adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49190-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 – 15584.

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

Audeo acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) the confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. Charter School cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the Charter School will attempt to do so as appropriate. Charter School may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Chief Business Officer ("CBO") or designee on a case-by-case basis. Audeo shall ensure that complainants are protected from retaliation.

#### **Compliance Officers**

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure the Charter School's compliance with law:

Lynne H. Alipio  
Chief Business Officer and CFO

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10170 Huennekens Street  
 San Diego, CA 92121  
 (858) 678-2048

The CBO or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the CBO or designee.

Should a complaint be filed against the CBO, the compliance officer for that case shall be the Chairperson of the Charter School Board of Directors.

#### **Notifications**

The CBO or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be available on Audeo's website. Audeo shall annually provide written notification of the Charter School's uniform complaint procedures to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

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The annual notice shall be in English. When necessary, under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in the Charter School speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language  
The annual notice shall include the following:

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1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that Audeo is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that Audeo is operating pursuant to Title 22 licensing requirements.
3. A statement that Audeo is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
7. A statement that the complainant has a right to appeal the Charter School's decision to the CDE by filing a written appeal within thirty (30) calendar days of Audeo's decision, except if Audeo has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals Audeo's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
9. A statement that if Audeo finds merit in a UCP complaint, or the CDE finds merit in an appeal, Audeo shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code §section 262.3.
11. A statement that copies of Audeo's UCP shall be available free of charge.

#### **Procedures**

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The following procedures shall be used to address all complaints, which allege that the Charter School has violated federal or state laws or regulations enumerated in the section "Scope", above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

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All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

**• Step 1: Filing of Complaint**

Any individual, including a person's duly authorized representative or an interested third party, public agency or organization may file a written complaint of alleged noncompliance of unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy. A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the CBO or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the CBO or designee shall be made in writing. The period for filing may be extended by the CBO or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The School Coordinator shall respond immediately upon a receipt of a request for extension.

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All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Audeo Board of Directors approved the LCAP or the annual update was adopted by the Audeo.

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The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

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Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, the Charter School staff shall assist the complainant in the filing of the complaint.

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**• Step 2: Mediation**

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

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Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

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If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

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The use of mediation shall not extend the Charter School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

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**• Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

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The complainant and/or the complainant's representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint. A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

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The Charter School's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

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#### • **Final Written Decision**

Audeo shall issue an investigation report (the "Decision") based on the evidence. Audeo's decision shall be in writing and sent to the complainant within sixty (60) calendar days of Audeo's receipt unless the timeframe is extended with the written agreement of the complainant. Audeo's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

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The Decision shall include:

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1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether Audeo is in compliance with the relevant law.
3. Corrective actions, if Audeo finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal Audeo's decision within thirty (30) calendar days to the CDE, except when Audeo has used its UCP to address complaints that are not subject to the UCP requirements
5. Procedures to be followed for initiating such an appeal.

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If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of the Charter School's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

#### **Appeals to the California Department of Education**

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with Audeo and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

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1. Audeo failed to follow its complaint procedures.
2. Relative to all allegations of the complaint, Audeo's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in Audeo's Decision are not supported by substantial evidence.

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4. The legal conclusion in Audeo's Decision is inconsistent with the law.

5. In a case in which Audeo's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE, that the complainant has appealed the Decision, the CBO or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.

2. A copy of the Decision.

3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.

4. A report of any action taken to resolve the complaint.

5. A copy of the Charter School's complaint procedures.

6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to Audeo for resolution as a new complaint. If the CDE notifies the Charter School that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, the Charter School will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusion of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decisions remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by the Charter School when one of the conditions listed in C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, Charter School has not taken action within sixty (60) calendar days of the date of the complaint was filed with the Charter School.

#### **Civil Law Remedies**

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

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A copy of the UCP shall be available upon request free of charge on the school website. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Executive Director.

## ***Student Fees Policy***

This student fees policy has been adopted by the Board of Directors in compliance with the provisions of Article IX, section 5 of the California Constitution, and Assembly Bill 1575 ("AB 1575") (effective January 1, 2013), which prohibit the charging of any student fees for participation in an educational activity at a public school. This Policy applies to Audeo Charter School III ("Audeo" or "Charter School").

### **General Statement of Policy**

No student enrolled in Charter School shall be required to pay a student fee for participation in Charter School's educational activity unless specifically authorized by law.

#### **I. Definitions**

"Educational activity" means any activity offered by the Charter School that constitutes an integral fundamental part of a student's education, including, but not limited to, curricular and extracurricular activities.

"Pupil fee" means a fee, deposit, or other charge imposed on students, or a student's parents or guardians, in violation of Section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers. Pursuant to Education Code section 49010, prohibited student fees include, but are not limited to, the following:

- (a) fees charged as a condition for registering for school or classes, or as a condition for participation in a class or any extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit;
- (b) a security deposit, or other payment, that a student is required to make to obtain a book, class apparatus, laptop, I-Pad, e-reader or other materials or equipment;
- (c) purchase that a pupil is required to make to obtain materials, supplies, equipment, or uniforms associated with an educational activity.

#### **II. Policy Against Unlawful Pupil Fees**

1. All supplies, materials, and equipment needed for students to participate in the Charter School's educational activities shall be provided to students by the school free of charge.
2. Charter School does not use a fee waiver policy to make any student fee permissible.
3. Charter School does not have a "two-tier" educational system. Students who purchase additional supplies not provided free-of-charge by Charter School, or students who make voluntary donations to the Charter School's programs and activities, are not provided a higher educational standard than students who do not.

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- 4. Charter School does not offer course credit or privileges related to educational activities in exchange for money or donations of goods or services from a student, and Charter School does not remove course credit or privileges related to educational activities, or otherwise discriminate against any student who does not or will not provide money or donations of goods or services to the school.
- 5. No fees shall be charged for inter district transfers, tuition or diplomas, mandatory caps and gowns, or admissions charges, whether for instruction or extracurricular, if part of the educational program. A cap and gown will be provided free of charge by the Charter School to graduating students and must be returned to the Charter School after the Graduation ceremony. Charter School may solicit voluntary donations of funds from students and parents of students to help cover the cost of cap and gown, but all students are provided access to a cap and gown, regardless of student or parent donation. Alternatively, students have the option to purchase their own cap and gown, which does not need to be returned to Charter School after the graduation ceremony.

III. Lawful Fees

These prohibitions shall not be interpreted to prohibit the imposition of a fee, deposit, or other charge otherwise allowed by law. (Education Code § 49011(e).) These include the following:

- 1. Charter School Reasonable fees [up to an amount not to exceed \$10,000] for the replacement of lost, damaged or unreturned school supplies, such as school ID cards, library books, laptops, iPads, e-readers, or library late return fees.
- 2. Fees for field trips and excursions in connection with courses of instruction or school related social, educational, cultural, as long as no student is prevented from making the field trip or excursion because of lack of sufficient funds. Charter School may solicit voluntary donations of funds or services from students and parents of students to help fund the field trips that are part of the curriculum, but all students may participate regardless of student or parent donation.
- 3. Fees for optional attendance as a spectator at a school sponsored activity
- 4. Charges for food served to students, subject to free and reduced price meal program eligibility and other restrictions specified in law.
- 5. Charges for medical or hospital insurance for field trips that is made available by the Charter School.
- 6. Fees for outdoor science school camp programs or cadet corps program, so long as no student is denied the opportunity to participate because of nonpayment of the fee.
- 7. Reimbursement for the direct cost of materials provided to a student for property the student has fabricated from such materials for his/her own possession and use, such as wood shop, art, or CTE projects kept by the student.
- 8. Reimbursement for the actual cost of duplicating public records, student records, or a prospectus of the school curriculum. (Government Code § 6253; Education Code §

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49091.14). There are two exceptions: First, no charge shall be made for furnishing up to two transcripts of former pupils' records or up to two verifications of various records of former pupils. (Education Code § 49065.) Second, if the cost would effectively prevent the parent of a special education pupil from exercising the right to receive copies of pupil records, the copies shall be reproduced at no cost.

9. Fees for transportation to and from school, and transportation between school and regional occupational centers, programs or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student and provided there is a waiver provision based on financial need.
10. Fees for transportation of pupils to places of summer employment.
11. Tuition fees charged to pupils whose parents are actual and legal residents of an adjacent foreign country or an adjacent state.
12. Tuition fees collected from foreign students attending Charter School pursuant to an F-1 visa, equal to the full unsubsidized per capita cost of providing education during the period of attendance.
13. Fees for an optional fingerprinting program for kindergarten or other newly enrolled students, if the fee does not exceed the actual costs associated with the program.
14. Fees for community classes in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the community classes.
15. Charges for eye safety devices for a student to keep, at a price not to exceed the school's actual costs, so long as the school provides them free for use in specified courses or activities in which students are engaged in, or are observing, an activity or the use of hazardous substances likely to cause injury to the eyes.
16. Fees for Advanced Placement and International Baccalaureate Diploma examinations for college credit, so long as (1) taking the exam is not a course requirement and (2) the exam results have no impact on a pupil's grade or credit in a course. An LEA may fund all or part of the cost of the AP test fee for an economically disadvantaged high school pupil or the IB test fee for a low- or middle-income pupil.
17. Fees for After School Education and Safety Programs, so long as no eligible student is denied the ability to participate because of an inability to pay the fee.

Fees for childcare and development services, except that no fees shall be assessed to students enrolled in the program for severely disabled children as stated in Education Code § 8250(d) or families receiving CalWORKS cash aid. Fees for state preschool, except that no family fees shall be assessed to students placed in state preschool by an IEP or families receiving CalWORKS cash aid. (Education Code §§ 8239, 8259(d)(3), 8263(g), (h), 8265, 8447(g), 5600.) Fees for supervision of children before and after school, except that no child who desires to participate shall be denied the opportunity to participate because of inability to pay the fee. (Education Code §§ 8487 and 8488.)

#### IV. Voluntary Contributions

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Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or Charter School and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

Pupils, parents, and guardians are still encouraged (though not required) to make voluntary contributions or donations of time, money, or property and to participate in fund raising activities. Pupils may be encouraged to participate in fundraising activities through prizes or other recognition for voluntary participation.

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#### **V. Notice**

Students and parents of students will be provided a copy of this policy at the start of each school year as part of Charter School's Student and Parent Handbook.

#### **VI. Complaint and Remedy Procedures**

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Students, parents or guardians who believe they are being charged an impermissible pupil fee should contact the Executive Director or designee, or file a complaint pursuant to Charter School's Uniform Complaint Procedures Policy ("UCP") set forth in Student and Parent Handbook. As outlined in the UCP, complaints related to school fees may be made anonymously. Pupil fee complaints shall be filed not later than one year from the date the alleged violation occurred.

In the event Charter School finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, Charter School shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by Charter School to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board. Under 5 CCR § 4600(u), "reasonable efforts" means a public school's good faith attempts to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint, as follows:

- (1) Reasonable efforts to identify pupils who paid a pupil fee include but are not limited to researching existing school records, contacting pupils who were enrolled in or participating in the educational activity during the time the pupil fee was charged, and considering submissions of proof of payment of the pupil fee.
- (2) Reasonable efforts to fully reimburse all pupils, parents and guardians who paid a pupil fee include but are not limited to crediting the pupil's school financial account and sending reimbursement by first class mail to the pupil's last known primary address as contained in school or local educational agency records. If the school has knowledge that a pupil's last known address as contained in school or local educational agency records is no longer valid, the school may attempt to obtain a more recent address from any notices returned to the school or local educational agency by the United States Postal Service.

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#### ***Suicide Prevention Policy***

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The Governing Board of Audeo Charter School III ("Charter School") recognizes that suicide is a major cause of death among youth and should be taken seriously. In order to attempt to reduce suicidal behavior and its impact on students and families, the Governing Board has developed prevention strategies and intervention procedures.

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The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and post-vention.

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

### **Prevention and Instruction**

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the Charter School and is characterized by caring staff and harmonious interrelationships among students.

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

The Executive Director or designee may offer parents/guardians education or information which describes the severity of the youth suicide problem, the Charter School's suicide prevention efforts, risk factors and warning signs of suicide, basic steps for helping suicidal youth, reducing the stigma of mental illness, and/or school and community resources that can help youth in crisis. California Department of Education youth suicide prevention information can be found at:  
<http://www.cde.ca.gov/ls/cg/mh/suicideprevres.asp>

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This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School Web page.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. If offered or included in the Charter School's instructional curriculum, suicide prevention instruction shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide.
2. Identify alternatives to suicide and develop coping and resiliency skills.
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent.
4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma



associated with seeking mental health, substance abuse, gender identity, or other support services.

### **Staff Development**

Suicide prevention training for staff may be designed to help staff identify and find help for students at risk of suicide. Materials approved by the Charter School for training shall include how to identify appropriate mental health services, at school facilities and within the larger community, and when and how to refer youth and their families to those services. The training may be offered under the discretion of the Executive Director and/or Governing Board and/or in cooperation with one or more community mental health agencies and may include information on:

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1. Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance abuse problems, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors.
2. Warning signs that may indicate suicidal intentions, including changes in students' appearance, personality, or behavior.
3. Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health.
4. School and community resources and services for students and families in crisis and ways to access them.
5. Charter School procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide.

### **Intervention and Emergency Procedures**

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly notify the Executive Director or designee. The Executive Director or designee shall then notify the student's parent/guardian as soon as possible and may also refer the student to mental health resources at the Charter School or in the community.

When a suicide attempt or threat is reported, the Executive Director or designee shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
  - a. Securing immediate medical treatment if a suicide attempt has occurred;
  - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
  - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.

2. Designate specific individuals to be promptly contacted, for example the school counselor, psychologist, nurse, Executive Director, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies.
3. Document the incident in writing as soon as feasible.
4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the school.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

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

Students shall be encouraged through the education program and in school activities to notify a teacher, Executive Director, another school administrator, psychologist, school counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

#### **Employee Qualifications and Scope of Services**

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

A complete copy of the Suicide Prevention Policy is available on the school website.

### ***Education for Homeless Children and Youth Policy***

The Governing Board of Audeo Charter School III ("Charter School") desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging State academic standards, are provided a free and appropriate public education, are not stigmatized, or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

#### **Definition of Homeless Children and Youth**

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

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

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

#### **Charter School Liaison**

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

Rachel Thomas, Equity and Inclusion Officer  
10170 Huennekens Street, San Diego, CA 92121  
858-678-4818

The Charter School Liaison shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies.
2. Homeless students enroll in and have a full and equal opportunity to succeed at Charter School.
3. Homeless students and families receive educational services for which they are eligible, including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act ("IDEA"); any other preschool programs administered by Charter School, if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.

- 5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
- 6. Enrollment/admissions disputes are mediated in accordance with law, Charter School charter, and Board policy.
- 7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
- 8. Charter School personnel providing services receive professional development and other support.
- 9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
- 10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

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

**Enrollment**

Charter School shall immediately admit/enroll the student for which the Charter School is a School of Origin. "School of Origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

Charter School shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy. A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

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If the student needs to obtain immunizations or does not possess immunization or other medical records, the Executive Director or designee shall refer the parent/guardian to the Charter School Liaison. The Charter School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student's school of origin for the entire period for which the youth is homeless. If a youth obtains permanent housing during an academic year, the youth will be permitted to remain in the school of origin through the end of the academic year.

### **Enrollment Disputes**

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy), pending final resolution of the dispute, including all available appeals. (42 U.S.C. § 11432(g)(3)(E).)

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the Charter School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The Charter School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

### **Comparable Services**

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in Charter School such as (42 U.S.C. § 11432(g)(4)):

- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in career and technical education
- Programs for gifted and talented students
- Charter School nutrition programs

### **Transportation**

In the event that Charter School provides transportation services to all Charter School students, Charter School shall provide comparable transportation services to each homeless child or youth attending Charter School, as noted above. (42 U.S.C. § 11432(g)(4).)

If the Charter School does not otherwise provide transportation services to all Charter School students, Charter School shall ensure that transportation is provided for homeless students to and from Charter School, at the request of the parent or guardian (or Charter School Liaison), if Charter School is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J).) Transportation provided by Charter School will be adequate and appropriate for the Student's situation, but Charter School does not commit to any one method of transportation for all youth.

### **Professional Development**

All administrators, teachers and employees of Charter School will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. (42 U.S.C. § 11433(d)(3).) All identified or suspected homeless children and youth will be referred to the Charter School Liaison.

### **High School Graduation Requirements**

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

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

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

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

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

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

If a student who is exempted from the Charter School's additional graduation requirements completes

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

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

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

#### **Acceptance of Course Work**

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

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

#### **Notice**

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment and while the student is enrolled at the Charter School in alignment with the law. (42 U.S.C. § 11432(e)(3)(C).)

#### **Annual Policy Review**

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school.

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A copy of the complete board policy is available on the Charter School website.

**Education for Foster and Mobile Youth Policy**

**Introduction**

The Board of Directors of Audeo Charter School hereby adopts this Educational for Foster and Mobile Youth Policy to apply to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School, hereafter collectively referred to as ("Charter School"). The Charter School recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School's educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in the Charter School's local control and accountability plan ("LCAP").

**Definitions**

- "Foster youth" means a child who has been removed from their home pursuant to California Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
- "Former juvenile court school pupil" means a pupil who, upon completion of the pupil's second year of high school, transfers from a juvenile court school to the Charter School.
- "Child of a military family" refers to a student who resides in the household of an active duty military member.
- "Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. "Currently Migratory Child" includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an

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agricultural or fishing activity.

- “Pupil participating in a newcomer program” means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.
- “Educational Rights Holder” (“ERH”) means a parent, guardian, responsible adult appointed by a court to make educational decisions for a minor pursuant to Welfare and Institutions Code sections 319, 361 or 726, or a person holding the right to make educational decisions for the pupil pursuant to Education Code section 56055.
- “School of origin” means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin.
- “Best interests” means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth’s access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

Within this Policy, foster/juvenile court youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be referred to collectively as “Foster and Mobile Youth.”

**Foster and Mobile Youth Liaison**

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to the Charter School, the Governing Board shall designate a Foster and Mobile Youth liaison. The Governing Board designates the following position as the Charter School’s liaison for Foster and Mobile Youth:

**Rachel Thomas**

**Equity and Inclusion Officer**

[rthomas@charterschool-sandiego.net](mailto:rthomas@charterschool-sandiego.net)

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The Foster and Mobile Youth Liaison shall be responsible for the following:

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of Foster and Mobile Youth.
2. Ensure proper transfer of credits, records, and grades when Foster and Mobile Youth transfer to or from the Charter School.
3. When a foster youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student within two (2) business days to obtain all academic and other records. The last school attended by the foster youth 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. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the Charter School.
4. When required by law, notify the foster youth's attorney and the appropriate representative of the county child welfare agency at least ten (10) calendar days preceding the date of the following:
  - a. An expulsion hearing for a discretionary act under the Charter School's charter.
  - b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster youth's attorney and the agency representative will be invited to participate.
  - c. A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's attorney and the agency representative will be invited to participate.
5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
6. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services.
7. Develop protocols and procedures for creating awareness for Charter School staff.

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including but not limited to Administrator of Instructional Services, School Coordinator and Student Services Coordinator of the requirements for the proper enrollment, placement, and transfer of foster youth.

8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster youth.
9. Monitor the educational progress of foster youth and provide reports to the Equity and Inclusion Officer or designee and the Governing Board based on indicators identified in the Charter School's local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to Welfare and Institutions Code sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

### **School Stability and Enrollment**

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

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is their best interest. The Charter School will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking reenrollment in the Charter School as their school of origin.

A foster youth, currently migratory child, or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation or school uniform requirements (e.g. producing medical records or academic records from a previous school).

At the initial detention or placement, or any subsequent change in placement, a foster youth

may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:

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

If the foster youth, currently migratory child or child of a military family is transitioning between school grade levels, the youth shall be allowed to continue in the district of origin in the same attendance area to provide the youth the benefit of matriculating with their peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the student be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from their school of origin, the Foster and Mobile Youth Liaison shall provide the foster youth and the foster youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.

If any dispute arises regarding a foster youth's request to remain in the Charter School as the foster youth's school of origin, the foster youth have the right to remain in the Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

### **Transportation**

The Charter School shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. The Charter School is not

prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, the Charter School shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the youth.

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status.

### **Effect of Absences on Grades**

The grades of a foster youth shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

- a. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date the student left school.
- b. A verified court appearance or related court-ordered activity.

### **Transfer of Coursework and Credits**

The Charter School shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school<sup>2</sup>, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed.

If the Foster and Mobile Youth did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that the student completed at another school unless the Charter School, in consultation with the student's ERH, finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course.

In no event shall the Charter School prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

<sup>2</sup> For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.

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### **Applicability of Graduation Requirements**

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

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

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the ERH, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for the exemption. If the Charter School fails to provide timely notice of the availability of the exemption, the Foster and Mobile Youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the foster youth otherwise qualifies for the exemption.

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

The Equity and Inclusion Officer or designee shall notify a Foster and Mobile Youth and their ERH if the Charter School grants an exemption from the additional graduation requirements, how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution, and shall provide information about transfer opportunities available through the California Community Colleges.

A Foster and Mobile Youth who would otherwise be entitled to remain in attendance at the Charter School shall not be required to accept the exemption from additional graduation requirements or be denied enrollment in, or the ability to complete, courses for which the

student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

If an eligible student is not exempted from additional graduation requirements or has previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student at any time if an exemption is requested by the youth and the youth qualifies for the exemption. Likewise, if the youth is exempted, the Charter School may not revoke the exemption.

If a Foster and Mobile Youth is exempted from additional graduation requirements pursuant to this section, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the Student eligible while he or she is enrolled in school or if the student transfers to another school, including a charter school, or school district.

The Charter School shall not require or request a Foster and Mobile Youth to transfer schools in order to qualify for an exemption from additional graduation requirements, and no Foster and Mobile Youth or any person acting on behalf of a Foster and Mobile Youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

Upon making a finding that a Foster and Mobile Youth is reasonably able to complete the Charter School's graduation requirements within the student's fifth year of high school, the Equity and Inclusion Officer or designee shall:

1. Inform the student and the student's ERH of the student's option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Inform the student and the student's ERH how remaining in school for a fifth year will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Upon agreement with the student or, if the student is under 18 years of age, the ERH, permit the student to stay in school for a fifth year to complete the Charter School's graduation requirements.

If a juvenile court youth satisfies the requirements for high school graduation while enrolled at a juvenile court school but has elected to decline the issuance of the diploma for the

purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from enrolling in the Charter School and pursuing additional coursework if requested by the youth or by the youth's ERH.

**Eligibility for Extracurricular Activities**

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

**Waiver of Fees for Afterschool Programs**

The Charter School shall not charge any student who the Charter School knows is currently in foster care any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

**Student Records**

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

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

**Complaints of Noncompliance**

Complaints of noncompliance with this Policy shall be governed by the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request.

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**Availability of Complete Policy**

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For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available on the school website.

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## **Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation, and Education**

### **A. SECTION 504 POLICY**

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The Board of Directors of Audeo Charter School hereby adopts the Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation and Education to apply to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School, and Sweetwater Secondary School hereafter collectively referred to as ("Charter School"). The Governing Board of the Charter School recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education and its legal responsibility to ensure that "no qualified person with a disability shall, solely by reason of their disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." This Policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a free, appropriate public education ("FAPE").

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities Education Act Improvement Act of 2004 ("IDEA").

The Charter School's Executive Director or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy's corresponding procedures.

A Section 504 Team will be convened to determine the student's need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable

about the Section 504 standards, the student's individual needs and school history, the meaning of evaluation data, and placement options. The student's parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law.

If Charter School does not assess a student after a parent has requested an assessment, the Charter School shall provide notice of the parent's/guardian's procedural safeguards. Charter School shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. Charter School shall periodically review the student's progress and placement.

The Charter School does not discriminate on the basis of disability, or any other characteristic protected under law. Charter School will implement this policy through its corresponding procedures.

## **B. SECTION 504 PROCEDURES**

### **A. Definitions**

1. **Academic Setting** – the regular, educational environment operated by Charter School.

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2. **Individual with a Disability under Section 504** – An individual who:

a. has a physical or mental impairment that substantially limits one or more major life activities;

b. has a record of such an impairment; or

c. is regarded as having such an impairment.

3. **Evaluation** – procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or

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procedures used with, all students in a school, grade, or class.

4. **504 Plan** – is a plan developed to identify and document the student’s needs for regular or special education and related aids and services for participation in educational programs, activities, and school–sponsored events.

5. **Free Appropriate Public Education (“FAPE”)** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.

6. **Major Life Activities** - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.

7. **Physical or Mental Impairment** –

a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or

b. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

8. **504 Coordinator** – The Special Education Coordinator shall serve as the Charter School’s Section 504 Coordinator. The parents or guardians may request a

Section 504 due process hearing from or direct any questions or concerns to the Section 504 Coordinator at (619) 393-2270.

9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

10. **Is regarded as having an impairment** - means

a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that they have been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

#### B. Referral, Assessment and Evaluation Procedures

1. Charter School will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.

2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student's file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504 Coordinator.

3. The Charter School has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who have or may have a disability are referred to the Section 504 Coordinator so that the assessment process is initiated.

4. The 504 Team convened by the Section 504 Coordinator will be composed of the student's parents/guardians and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.

5. The 504 Team shall promptly consider the referral and determine what

assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.

6. The 504 Team will consider the following information in its evaluation of the student:
  - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
  - b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
  - c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure.)
7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.
8. Mitigating measures cannot be considered when evaluating whether or not a student has a substantially limiting impairment. Mitigating measures could include medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications a student uses to eliminate or reduce the

effects of an impairment.

9. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.

10. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

#### C. 504 Plan

1. When a student is identified as having a disability within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a FAPE.

2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.

3. For each identified eligible student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the eligible student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.

4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.

5. The eligible student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The student shall be educated with students who are not disabled to the maximum extent appropriate to their individual needs.

6. The referral, assessment, evaluation, and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.

7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
8. If the 504 Team determines that the student has a disability but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a person with a disability under Section 504 and shall state the basis for the decision that no special services are presently needed.
9. The 504 Plan shall include a schedule for annual review of the student's needs and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
10. Charter School shall immediately implement a student's prior 504 Plan, when a student enrolls at the Charter School. Within thirty (30) calendar days of starting school, Charter School shall schedule a 504 Team meeting to review the existing 504 Plan. Charter School shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.

#### D. Review of the Student's Progress

1. The 504 Team shall monitor the progress of the eligible student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.
2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

#### E. Procedural Safeguards

1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:
  - Examine relevant records
  - Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
  - Have the right to file a Uniform Complaint pursuant to Charter School policy

- Seek review in federal court if the parents/guardians disagree with the hearing decision.

2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the following:

Kirsten Ramirez Henderson  
10170 Huennekens Street, San Diego, CA 92121  
(619)-393-2270  
khenderson@altuschools.net

Notifications shall also advise that reimbursement for attorney's fees is available only as authorized by law.

3. The Executive Director or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with Charter School or any district within the El Dorado Charter SELPA or the San Diego County Office of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, the parent/guardian may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing their request for a hearing. A request for hearing should include:

- The specific decision or action with which the parent/guardian disagrees.
- The changes to the 504 Plan the parent/guardian seeks.
- Any other information the parent/guardian believes is pertinent.

5. Within five (5) calendar days of receiving the parent/guardian's request for a hearing, the Charter School may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and the Charter School. Alternative dispute resolution options include:

- Mediation by a neutral third party.



- Review of the 504 Plan by the Executive Director or designee.

6. Within ten (10) calendar days of receiving the parent/guardian's request, the Executive Director or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.

7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) calendar days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.

8. The parent/guardian and the School shall be afforded the rights to:

- Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as having a disability under Section 504.

- Present written and oral evidence.

- Question and cross-examine witnesses.

- Receive written findings by the hearing officer.

9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.

10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.

11. Charter School shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

#### F. Suspension and Expulsion, Special Procedures for Students with Disabilities

Charter School shall follow the suspension and expulsion policy and procedures as set forth in the charter. A student who is qualified for services under Section 504 of the

Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. Charter School will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in accordance to due process to such students. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

#### 1. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's 504 Plan; and receive, as appropriate, a functional behavioral assessment ("FBA") and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

#### 2. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Charter School, the parent, and relevant members of the 504 Team shall review all relevant information in the student's file, including the child's 504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the 504 Plan.

If Charter School, the parent, and relevant members of the 504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If Charter School, the parent, and relevant members of the 504 Team make the determination that the conduct was a manifestation of the child's disability, the 504 Team shall:

- a. Conduct an FBA and implement a behavioral intervention plan ("BIP") for such child, provided that Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If the child has a BIP, review the BIP and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and Charter School agree to a change of placement as part of the modification of the BIP.

If Charter School, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

### 3. Appeals

The parent/guardian of a child with a disability under a 504 Plan who disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, either party may request to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and Charter School agree otherwise.

### 4. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. § 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. § 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's 504 Team.

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to the IDEA 2004 and who has violated Charter School's disciplinary procedures may assert the procedural safeguards granted under these Procedures only if Charter School had knowledge that the student had a disability before the behavior occurred.

Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to School Coordinator or the Administrator for Instructional Services, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or the special education teacher or the school coordinator, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the Special

Education Coordinator or to the School Coordinator or to the Administrator for Instructional Services.

If Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA 2004-eligible children with disabilities, including the right to stay-put.

If Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Charter School shall conduct an expedited evaluation if requested by the parent/guardian; however, the student shall remain in the education placement determined by Charter School pending the results of the evaluation.

Charter School shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

### **C. PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT**

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

1. Have your child take part in and receive benefits from public education programs without discrimination because of their disabling condition.
2. Have Charter School advise you of your rights under federal law.
3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have Charter School make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.

6. Have your child receive special education and related services if your child is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEA 2004).
7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.
8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by Charter School.
9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
11. Obtain a response from Charter School to reasonable requests for explanations and interpretations of your child's records.
12. Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading, or otherwise in violation of the privacy rights of your child. If Charter School refuses this request for amendment, the Charter School shall notify you within a reasonable time and advise you of your right to an impartial hearing.
13. Request mediation or file a grievance in accordance with Charter School's Section 504 mediation grievance and hearing procedures, outlined above.
14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
15. File a formal complaint pursuant to the Charter School's Uniform Complaint Policy and Procedures. Please ask the Executive Director for a copy of the Charter School's Uniform Complaint Policy and Procedures if you need one.
16. File a formal complaint with the U.S. Department of Education.

Office for Civil Rights, U.S. Department of Education  
San Francisco Office

50 United Nations Plaza  
San Francisco, CA 94102  
(415) 486-5555 PHONE  
(415) 486-5570 FAX  
Email: [OCR.SanFrancisco@ed.gov](mailto:OCR.SanFrancisco@ed.gov)

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17. Be free from any retaliation from Charter School for exercising any of these rights.

Please contact Kirsten Ramirez Henderson 504 Coordinator, (619) 393-2270 and at 10170 Huennekens Street, San Diego, CA 92121, with any questions regarding the information contained herein.

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A copy of the School's Section 504 policies and procedures is available upon request and on the school website.

***Special Education/Students with Disabilities/Child Find***

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

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact [Sharnita Moore](#), School Coordinator at (858) 678-2050.

***Education Records and Student Information Policy***

The Governing Board of [Audeo](#) Charter School [III \("Charter School"\)](#) hereby adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by Charter School.

**Definitions**

- "Education Record": An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by Charter School or by a party acting for Charter School. Such information includes, but is not limited to:

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1. Date and place of birth; parent and/or guardian's address, mother's maiden name and

where the parties may be contacted for emergency purposes;

2. Grades, test scores, courses taken, academic specializations and school activities;
3. Special education records;
4. Disciplinary records;
5. Medical and health records;
6. Attendance records and records of past schools attended; and/or
7. Personal information such as, but not limited to, a student's name, the name of a student's parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

1. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
  2. Records maintained by a law enforcement unit of Charter School that were created by that law enforcement unit for the purpose of law enforcement;
  3. In the case of a person who is employed by Charter School but not in attendance at Charter School, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee and are not available for any other purpose;
  4. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at Charter School;
  5. Records that only contain information about an individual after the individual is no longer a student at Charter School; or
  6. Grades on peer-graded papers before they are collected and recorded by a teacher.
- *"Personally Identifiable Information"*: Personally identifiable information ("PII") is information about a student that is contained in their education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). PII includes, but is not limited to: a student's name; the name of a student's parent



or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who Charter School reasonably believes knows the identity of the student to whom the education record relates.

- *"Directory Information"*: Charter School may disclose the PII that it has designated as directory information, consistent with the terms of the annual notice provided by Charter School pursuant to the FERPA (20 U.S.C. § 1232g). Charter School has designated the following information as directory information:
  1. Student's name
  2. Student's address
  3. Parent/guardian's address
  4. Telephone listing
  5. Student's electronic mail address
  6. Parent/guardian's electronic mail address
  7. Photograph
  8. Date and place of birth
  9. Dates of attendance
  10. Grade level
  11. Degrees, honors, and awards received
  12. The most recent educational agency or institution attended
  13. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)
- *"Parent"*: Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- *"Eligible Student"*: Eligible student means a student who has reached eighteen (18) years of age.
- *"School Official"*: A school official is a person employed by Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of Charter School . A school official also may include a volunteer for Charter School or an independent contractor of Charter School or other party who performs an institutional service or function for which Charter School would otherwise use its own employees and who is under the direct control of Charter School with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks.

- *“Legitimate Educational Interest”*: A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

### **Disclosure Of Directory Information**

At the beginning of each school year, Charter School shall provide parents and eligible students with a notice containing the following information: 1) The type of PII it designates as directory information; 2) The parent’s or eligible student’s right to require that Charter School not release “directory information” without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify Charter School in writing of the categories of “directory information” that it may not disclose without the parent’s or eligible student’s prior written consent. Charter School will continue to honor a valid request to opt out of the disclosure of a former student’s directory information made while the former student was in attendance unless the student rescinds the opt out request.

### **Annual Notification To Parents And Eligible Students**

At the beginning of each school year, in addition to the notice required for directory information, Charter School shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student’s education records;
2. Seek amendment of the student’s education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student’s privacy rights;
3. Consent to disclosures of PII contained in the student’s education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by Charter School to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that Charter School forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends

to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and

4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

### **Parental And Eligible Student Rights Relating To Education Records**

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Executive Director. Within five (5) business days, Charter School shall comply with the request.

#### **1. Copies of Education Records**

Charter School will provide copies of requested documents within five (5) business days of a written request for copies. Charter School may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

#### **2. Request for Amendment to Education Records**

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Executive Director to correct or remove any information in the student's education record that is any of the following:

- a. Inaccurate.
- b. Misleading.
- c. In violation of the privacy rights of the student.

Charter School will respond within thirty (30) days of the receipt of the request to amend. Charter School's response will be in writing and if the request for amendment is denied, Charter School will set forth the reason for the denial and inform the parent or eligible student of their right to a hearing challenging the content of the education record.

If the Executive Director sustains any or all of the allegations, the Executive Director must order the correction or the removal and destruction of the information. The Executive Director or designee must then inform the parent or eligible student of the amendment in writing.

#### **3. Hearing to Challenge Education Record**

If Charter School denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that the parent or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release

information from the student's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- a. The Administrator of Instructional Services, School Coordinator, or designee of a public school other than the public school at which the record is on file;
- b. A certificated Charter School employee; and
- c. A parent appointed by the Executive Director or by the Board Chair, depending upon who convenes the panel.

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The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by Charter School to the parent or eligible student no later than twenty (20) days before the hearing.

The Administrator for Instructional Services or designee of a public school will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney. The decision of the Board Chair or Executive Director or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, Charter School's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, Charter School decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, Charter School decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of Charter School, or both. If Charter School places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

#### **Disclosure Of Education Records And Directory Information**

Charter School must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and Charter School shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

Charter School will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. Charter School must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, Charter School will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

1. Charter School will disclose education records, without prior written consent of the parent or eligible student, to the following parties:
2. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations ("C.F.R.") Part 99;
3. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
4. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
5. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
6. Organizations conducting certain studies for Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
7. Accrediting organizations in order to carry out their accrediting functions;
8. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
9. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;

Field Code Changed

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

#### **Record Keeping Requirements**

Charter School will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of Charter School in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of Charter School and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, Charter School officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents and eligible students, Charter School officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of Charter School.

Student cumulative records may not be removed from the premises of Charter School, unless the individual removing the record has a legitimate educational interest, and is authorized by the Executive Director, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the Charter School premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off

premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.).

### **Complaints**

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

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202-5920

### **Record Retention**

Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations ("CCR") sections 431 through 438, per the following:

- *"Mandatory Permanent Student Records"*: must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
  1. Legal name of student
  2. Date of birth
  3. Method of verification of birth date
  4. Sex of student
  5. Place of birth
  6. Name and address of parent of minor student
  7. Address of minor student if different than above
  8. An annual verification of the name and address of the parent and the residence of the student
  9. Entering and leaving date of each school year and for any learning periods or courses taken during each year, half year, summer or quarter
  10. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
  11. Verification of or exemption from required immunizations
  12. Date of high school graduation or equivalent

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled or intends to enroll. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

- *"Mandatory Interim Student Records"*: Must be maintained until judged to be disposable defined as "when the student leaves the charter school or when their usefulness ceases." These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:

1. A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible student, or a dependent adult student, or an adult student, or the custodian of records.
2. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
3. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
4. Language training records
5. Progress slips and/or notices
6. Parental restrictions regarding access to directory information or related stipulations.
7. Parental or adult student rejoinders to challenged records and to disciplinary action
8. Parental authorizations or prohibitions of student participation in specific programs
9. Results of standardized tests administered within the preceding three years

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled or intends to enroll. If the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

- *"Permitted Student Records"*: may be maintained and may be destroyed when their usefulness ceases or after six (6) months following the student's completion or withdrawal from school. These records are defined as:
  1. Objective counselor and/or teacher ratings
  2. Standardized test results older than three years
  3. Routine discipline data
  4. Verified reports of relevant behavioral patterns
  5. All disciplinary notices
  6. Attendance records not covered in the 5 CCR § 400

Permitted student records may be forwarded upon a request by a public or private school in which a student is enrolling. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

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A copy of the complete Policy is available on the school website.

### ***Professional Boundaries: Staff/Student Interaction Policy***

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



## **I. PURPOSE AND SCOPE**

It is the purpose of this policy to provide additional specificity to the standards of conduct embodied in the Charter School code of ethics-related rules and regulations so that staff members clearly understand the prohibitions and behavior boundaries which must govern their conduct towards students. (For purposes of this Policy, staff includes all school employees—certificated or classified; coaches or advisors; full-time or part-time, and independent contractors and volunteers).

The rules of conduct set forth in this Policy are not intended to serve as an exhaustive delineation of requirements, limitations, or prohibitions on staff conduct and activities established by this school. Rather, the components of this Policy serve to:

- (1) Alert staff about some of the more sensitive and often problematic matters involved in faculty/staff student relationships.
- (2) Specify boundaries related to potentially sexual situations and conduct—the crossing of which is contrary to accepted norms of behavior and in conflict with the duties and responsibilities of staff.
- (3) Provide staff members with clear guidance in conducting themselves in a manner that reflects high standards of professionalism. (It is important for Charter School to maintain a school-wide culture in which students and staff understand their responsibilities to report sexual misconduct without fearing that school leaders will betray them if they do. In order to prevent sexual abuse and exploitation, students and staff must know that the administration will investigate reports about possible misconduct.)
- (4) Clarify that improper action will have significant consequences.
- (5) Provide an environment that empowers students to identify actions that appear to have crossed boundaries.
- (6) Define the process that Charter School will use for addressing potential improper conduct.
- (7) Preserve student and staff privacy rights during any pending investigation.

## **II. BACKGROUND AND GENERAL POLICY PROVISIONS**

Actions by staff members that are inconsistent or in conflict with the values established by Charter School can harm students, staff members, and the school's operation; therefore, such actions are unacceptable. It is the policy of this school that all school staff conduct themselves at all times in a manner that reflects the ethical standards consistent with the rules contained in this Policy and otherwise proclaimed by this school.

The provisions herein are intended to guide all Charter School staff members toward conduct that reflects the high standards of behavior and professionalism required of school staff while defining interaction boundaries between students and staff members.

Misconduct by a staff member disrupt the education of other students, sidetrack the instructional focus of the school, and harm the school's legitimacy—all of which threaten the school's future ability

to recruit skilled professionals and maintain a credible operation in the eyes of the community. It is critical that staff members study this Policy thoroughly and behave in ways to avoid even the appearance of misconduct.

While all boundaries and/or situations cannot be addressed in a single policy, the issues delineated herein are among those that can be most problematic for staff members and among those that can have the greatest potential for a negative impact on this school and its community. Staff members should seek guidance in their daily conduct from established policies, procedures, and directives as well as through the guidance and recommendations of school leadership. Although this Policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders.

### III. BOUNDARIES

#### A. Boundaries Defined

For the purposes of this Policy, the term “boundaries” is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of trust.

#### B. Acceptable and Unacceptable Behavior

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

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this Policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all staff study this Policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of implementing “personalized, education programs to facilitate student achievement,” student/staff interaction has boundaries regarding the activities, locations, and intentions.

#### Unacceptable Staff/Student Behaviors (Violations of this Policy)

This list, and any subsequent lists, are not meant to be all-inclusive, but, rather illustrative of the types of behavior addressed by this Policy.

1. Giving gifts to an individual student that are of a personal and intimate nature.
2. Kissing of ANY kind.
3. Any type of unnecessary physical contact with a student in a private situation.
4. Intentionally being alone with a student away from the school.
5. Making, or participating in, sexually inappropriate comments.
6. Sexual jokes, or jokes/comments with sexual double-entendre.

7. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
8. Listening to or telling stories that are sexually oriented.
9. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
10. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

#### **Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission**

1. Giving students a ride to/from school or school activities without parent permission (only in "emergency" situations).
2. Being alone in a room with a student.
3. Allowing students in your home.

#### **Cautionary Staff/Student Behaviors**

1. Remarks about the physical attributes or physiological development of anyone.
2. Excessive attention toward a particular student.
3. Sending e-mails, text messages, social media responses, or letters to students if the content is not about school activities.

#### **Acceptable and Recommended Staff/Student Behaviors**

1. Getting parents' written consent for any after-school activity on or off campus (exclusive of tutorials).
2. Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions.
3. E-mails, text-messages, phone conversations, and other communications to and with students must be professional and pertain to school activities or classes. (Communication should be initiated via school-based technology and equipment.)
4. Keeping reasonable space between you and your students.
5. Stopping and correcting students if they cross your own personal boundaries.
6. Keeping parents informed when a significant issue develops about a student.
7. Keeping all discussions with students professional.
8. Asking for advice from senior staff or administrators if you find yourself in a difficult situation related to boundaries.
9. Involving your supervisor if conflict arises with a student.
10. Informing your supervisor and/or Support Team (coordinators and directors) about situations that have the potential to become more severe.
11. Making detailed notes about an incident that could evolve into a more serious situation later.

12. Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers.
13. Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator).
14. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student.
15. Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high-five's, and handshakes are appropriate.
16. Keeping your professional conduct a high priority during all moments of student contact.
17. Asking yourself if any of your actions which go contrary to these provisions are worth sacrificing your job and career.

#### **IV. CORPORAL PUNISHMENT**

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

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

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
  1. Stopping a student from fighting with another student;
  2. Preventing a pupil from committing an act of vandalism;
  3. Defending yourself from physical injury or assault by a student;
  4. Forcing a pupil to give up a weapon or dangerous object;
  5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
  6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
- B. Examples of PROHIBITED actions (corporal punishment)
  1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
  2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;

3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

#### **V. Reporting**

When any staff member, parent, or student becomes aware of a staff member having crossed the boundaries specified in this Policy, they should report the occurrence or suspected occurrence to a supervisor and/or Support Team member promptly. All reports shall be confidential. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Staff must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse. Please note that employees of the Charter School are mandated reporters under California state law, and are thus legally bound to report suspected abuse or neglect of a student.

#### **VI. Investigating**

A supervisor and/or Support Team member will promptly investigate and document the investigation of any allegation of inappropriate conduct per this Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s), including any potential witnesses, to the extent practical and appropriate under the law. The investigating supervisor shall promptly notify the Administrator of Instructional Services that an investigation is in progress; the Administrator of Instructional Services, in turn, shall notify the Executive Director of the existence and status of any investigations. Upon completion of any such investigations, the Administrator of Instructional Services shall direct the investigating administrator to report to the Executive Director any conclusions reached. The investigating administrator may consult with Charter School legal counsel, as appropriate, prior to, during, and after conducting any investigation.

#### **VII. Consequences**

Staff members who have violated this Policy will be subject to appropriate disciplinary action, and, where appropriate, will be reported to authorities for potential legal action.

#### **VIII. Training**

This document shall be discussed with and acknowledged by all Charter School employees as part of their initial employment and again, on an annual basis, as part of on-going training for all Charter School employees. A copy of this acknowledgement will be placed into each Charter School employee's personnel folder. In addition, appropriate portions of this Policy and related information will be incorporated into on-going Charter School communications thrust to underscore the continuing importance that Charter School places on student/staff interaction.

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## Holidays and School Breaks

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**Independence Day (observed)**

July 5, 2021

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**Labor Day**

September 6, 2021

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**Veterans Day**

November 11, 2021

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**Thanksgiving Holiday**

November 25-26, 2020

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**Winter Break**

December 18, 2021 – January 2, 2022

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**Martin Luther King, Jr. Day**

January 17, 2022

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**Presidents' Day Holiday**

February 11 – 14, 2022

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**Spring Break**

March 28 – April 1, 2022

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**Memorial Day**

May 30, 2022

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**Welcome to**

**Audeo Valley Charter School**

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*Transforming Lives*

You are enrolled in one of the best charter schools in California. Audeo Valley Charter School ("Audeo Valley," the "School," or the "Charter School") has been repeatedly recognized for its quality instructional program and strong operational performance.

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Here at Audeo Valley, we focus on academic improvement, high caliber teaching, and safe and supportive learning environments. By developing our students into role models, we can achieve educational reform!

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This booklet offers an overview of the expectations we have of our students and parents and key information for the success of students at Audeo Valley. Our students' progress and academic

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achievement is important to us. We ask that students and parents commit to working closely with your teachers. They will guide you toward the achievement of the goals you have identified as your own.

Audeo Valley is proud to offer safe and supportive environments that are conducive to learning. Teachers are trained to focus on specific student needs, and parent involvement is welcomed. Our school’s standards and expectations are high. We provide the best available materials and a school culture that is positive, supportive, and committed to putting kids first. Our “university model” is an excellent preparation for future study.

We look forward to working with our new students. Please do not hesitate to keep in touch with us and let us know how we are doing.

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**Official School Correspondence**

All correspondence for the school and its staff should be mailed to:  
10170 Huennekens Street  
San Diego, CA 92121

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## About Our School

Audeo Valley Charter School is a public school designed for students who seek an alternative option to the traditional approach to education. Students receive a personalized and rigorous academic experience from a high-quality staff in a safe and supportive environment. As a charter school, Audeo Valley is a school of choice, with open enrollment policies that serve a diverse student community. The flexible scheduling and around-the-year calendar better serves many students who seek a non-traditional environment in which to learn. Audeo Valley serves students in grades 6-12.

### Core Competency: Transforming Lives

#### Mission - Why We Exist

- To implement personalized and individualized educational programs to facilitate student achievement.
- To provide a prototype for changing the way teachers teach and students learn in the future.

#### Vision - What We Strive to Be

- An educational option that offers a personalized and individualized instructional program that demonstrates positive outcomes for each student.
- A prototype for educational reform that creates instructional, service, organizational, and governance role models.
- A collaboration of efforts that improve the quality of life for students, their families, our employees, and the Southern California community-at-large.

#### Values - How We Do Our Work

- Kids come first.
- Education is personalized, individualized and high quality.

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- Highly professional individuals are accountable for their work, and are independent, self-motivated, high-energy people who speak for themselves.
- We create a positive, challenging environment that is centered on teaching and learning.
- People-centered teams focus on supporting quality teaching and learning.
- Manage the school with proven business principles focusing on continuous improvement.
- Performance is measured on a variety of indicators that include productivity, credit ratio, auditability, quality, performance, and commitment to the vision of Audeo Valley Charter School.

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## Instructional Program

At Audeo Valley, students receive a rigorous curriculum based on the California Common Core standards. The primary method of instruction is independent study supplemented with in-person participation, one-on-one learning with a credentialed teacher, guest speaker events, tutoring, and field trips. These activities are a required part of the curriculum and provide opportunities for basic skills development, career exploration, higher-level thinking skills, interpersonal relationship skills, and enrichment within the core curriculum. This method of instruction is very similar to university studies in which students take one course at a time and are required to take charge of their education.

Upon enrollment, a credentialed "On-Demand" teacher is assigned to each student who, in collaboration with the student and parents, assesses the student's current needs and goals and creates a plan for rapid advancement, focusing solely on one or two subjects at a time. Assigned to each student for a full year or more, the teacher supervises all subjects studied, and is personally held accountable to inspire and produce self-motivated and self-disciplined students who succeed not only academically, but also socially through teamwork and community service. As a result, On-Demand teachers adjust assignments to align with the goals and interests of the student and also personally act as necessary to ensure achievement. For example, if a student is late to an appointment, teachers contact either the student or the parents within minutes to identify and address any needs and teach accountability.

To further support students working on courses in core subject areas (English, mathematics, sciences, social science, and the fine and practical arts), additional certificated teachers with subject-matter expertise are available to students at their Resource Center, via email or telephone within 24 hours.

Audeo Valley offers a blended learning option for its students. Blended learning is a formal educational program in which a student learns at least in part through online delivery of content with

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**Deleted:** We provide University of California ("UC") approved courses for those students planning to attend a UC or California State University ("CSU") school after the completion of high school. Additionally, we offer National Collegiate Athletics Association ("NCAA") - approved courses for students who are interested in pursuing NCAA athletic scholarships. Our "university model" is an excellent preparation for future studies.¶

**Deleted:** at one of our Resource Centers. Each Audeo Resource Center location provides a professional, quiet environment for

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some element of student control over time, place, path, and pace. This option allows students to complete the majority of their academic coursework at home.

Upon enrollment, a Pathways Personalized Education Plan (“PPEP”) is prepared by a school counselor that outlines high school graduation requirements. This PPEP is delivered to the teacher. The student, parents/guardians, and teacher complete the planning with a discussion of the student’s short and long-term goals, transcripts from previous schools, learning styles, current interests, academic achievement, career interests, skills development, and standardized test scores. The PPEP is reviewed and updated by the parents, student, and teacher on a regular basis throughout the student’s enrollment.

Students study one or two subjects/courses at a time and are expected to complete an average of one course every three-to-four weeks. Within these parameters students can progress at an individualized pace, receiving tutoring or enrichment as needed.

Audeo Valley students earn course credits and attendance by successfully completing the prescribed lessons that demonstrate mastery of the state standards.

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The student’s primary academic support person for student success is the teacher. The teacher becomes fully acquainted with his/her students, their families, and other factors that affect their learning and academic success. In addition to the services provided by staff, Audeo Valley has many partnerships and alliances to provide community resources for students and their families.

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**Home/School Partnership**

The most important relationship we build is the one between the teacher, student, and the student’s family. Audeo Valley encourages parent/guardian involvement through the monitoring of his/her student’s regular and required attendance of Resource Center appointments, completion of high-quality work according to scheduled dates, and attendance on testing days and field trips. With parents actively involved in their student’s lives, we can create a successful learning environment.

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Two-way communication between all staff and parents is a building block for student success. Teachers are available for parent-student conferences, phone calls, interventions and home visits. In addition, there are scheduled opportunities throughout the year for dialogue. These opportunities include Open House nights, master agreement signings, college information meetings, and senior meetings. A climate that continually promotes open communication and dialogue is expected and supported.

**Parent Involvement Policy**

The Charter School aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act (“ESEA”). The Charter School staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success.

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Title I Parent Involvement Policy

Deleted: Board Policy #1400 ¶  
Approved: September 7, 1995¶  
Amended: May 14, 2008; February 22, 2008; February 22, 2018; February 17, 2021¶

Audeo Valley Charter School ("Charter School") recognizes the parents/guardians are their children's first and most influential teachers and the sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Executive Director or designee shall work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in school 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.

Each year the Executive Director or designee shall identify objectives of the school's parent involvement. He/she shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program.

The President or designee shall ensure that the parent involvement strategies are established and implemented.

The Title I Parent Involvement Policy was updated and developed in collaboration with parents of Title I students. Parents participated in the development process through surveys and meetings at the Resource Centers. The data collected from parents yielded important feedback on ways to successfully engage parents and improve the parent involvement practices. Parents expressed the following themes:

- Parents can provide input and receive communication from staff through various programs and activities.
- Parents feel involved in their child's education through various programs and activities.
- Parents report having frequent communication with instructional staff.
- Parents want to continue to access resources and trainings on how they can better support their children's achievement and performance at school and at home.
- Parents want to continue to have safe, supportive, and innovative Resource Centers.

These recommendations above are integrated throughout this Title I Parent Involvement Policy and reinforce the core belief that parents are our equal partners in ensuring the success of all students.

The Title I Parent Involvement Policy will be annually distributed to parents by including the policy in the handbook, making the policy available on the website and at the Resource Centers. This Policy describes the means for carrying out the following Title I parental involvement requirements.

### **Charter School Expectations and Objectives**

In establishing the Charter School's expectations and objectives for meaningful parent and family involvement, Charter School has established the following practices:

1. Charter School involves parents and family members in the joint development of the Charter School's Parent and Family Engagement Plan.
  - Parents have the opportunity to provide input and feedback on engagement through the School Site Council, English Language Advisory Committee, Open House, Senior

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The Board of Directors of Student Success Programs, Inc. hereby adopts this Title 1 Parent Involvement Policy to apply to Audeo Charter School and Charter School of San Diego, hereafter collectively referred to as "Charter School."¶  
¶  
The Governing Board

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Exit Orientations, and teacher-parent meetings. In addition, parents provide feedback on engagement through the annual LCAP development process and surveys.

2. Charter School provides the coordination, technical assistance, and other support necessary to assist and build the capacity within the Charter School in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education.

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- Parent have the opportunity to regularly communicate with their student's teacher on a variety of involvement opportunities to ensure academic success of their child and the school. Teachers are communicating daily, weekly, and monthly with parents on overall school progress. In addition, the school provides Open House and Parent Information sessions on a variety of school achievement topics through Altus University and the College and Career Week.

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3. Charter School coordinates and integrates parent and family engagement strategies to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs.

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- Parents have the opportunity to participate in the development of the LCAP and title funding recommendations in School Site Council and English Language Advisory meetings and surveys. Teachers are in constant communication with parents regarding their feedback on all aspects of the program.

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4. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the Policy in improving the academic quality at the Charter School.

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- Through regular communication with parents at each resource center, annually parent surveys, parent stakeholder meetings, school website, school publications, and social media parents input and feedback is sought after and deemed essential by the school for improvements in academic results.

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5. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of barriers to greater participation by parents/families (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background).

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- The school has designated the Equity and Inclusion department to ensure outreach efforts are being made to all parents representing all student groups. Potential barriers to parent participation are discussed at teacher meetings, resource center meetings, School Site Council meetings, and English Language Advisory meetings to ensure all parents can participate as needed.

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6. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of the needs of parents and family members to assist with the learning of their children, including engaging with Charter School personnel and teachers.

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- Teachers are required to reach out to all parents in a variety of methods (in-person, phone, email, text, letters, home visits) to ensure their involvement. In addition, the school provides several Parent Involvement presentations throughout the year through Altus University.

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7. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of strategies to support successful Charter School and family interactions.

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- Staff is in constant communication with parents to review all involvement opportunity and strategies. Teachers are specially trained to involve parents in a variety of ways. The school reviews monthly data on outreach efforts and compares it with academic outcomes to ensure the success of every student. Any modifications in parent outreach and involvement strategies are quickly adopted as appropriate.

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8. Charter School uses the findings of the annual evaluation to design evidence-based strategies for more effective parental and family engagement, and to revise, if necessary, the Parent and Family Engagement Policy.

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- Monthly and annual reviews of student results allow the school to incorporate improvement and/or new parent and family engagement strategies as needed. Monthly intervention reports are published, disseminated, and reviewed to ensure the success of every student. New strategies to better engage parents are discussed in a variety of forums with parents and staff to ensure applicability.

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9. Charter School involves parents in the activities of the Charter School to adequately represent the needs of the population.

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- All parents have the opportunity to participate as a member of the School Site Council. They also have the opportunity to provide feedback directly to school staff in the resource center meetings or through the annual LCAP development process.

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### **Involvement of Parents in the Title I Program**

To involve parents in the Title I program, the following practices have been established:

1. Conduct an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program.

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- In the fall, an annual meeting will be held to share with parents a description of the Title I program and its requirements.

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2. Offer a flexible number of meetings for Title I parents, such as meetings in the morning or evening.

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- The Resource Centers are open from 7am-7pm daily. Teachers schedule meeting with parents based on parent availability.

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3. Involve parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I programs and the Title I parental involvement policy.\*

- The Title 1 Parent Information Meeting is held prior to Open House Events.
- The 1st School Site Council Meeting focuses on our parent involvement policy and Title 1 Program.
- Parents are invited to participate in School Site Council Meetings to discuss Title 1 Policies.

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4. Provide parents of Title I students with timely information about Title I programs.

- Parents receive the Title 1 Parent Involvement Policy upon enrollment with receipt of the Parent Handbook.
- The Title 1 Parent Meeting is held in the fall of each school year.

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5. Provides parents of Title I students with an explanation of the curriculum used at the School, the assessments used to measure student progress, and the proficiency levels students are expected to meet.

- Open House Events and Senior Night Events provide detailed information and explanations of curriculum, assessments, and proficiency levels.
- School Site Council Meetings provide a forum to review school wide progress by grade level and student groups.
- Parent conferences (each semester), and meetings upon request, provide detailed feedback on student progress, proficiency levels, and assessment data.

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6. If requested by parents of Title I students, provide opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children.

- Parents receive monthly Resource Center calendars detailing parent involvement opportunities.
- Parents can request meetings with a school administrator to answer questions, make decisions, and develop goals.
- Parent emails and contacts are responded to in 24 business hours.
- An administrator will meet with parents and teachers during intervention meetings to discuss achievement of Title 1 students.

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\*The policy must be updated periodically to meet changing needs of parents and the School. If the School has a process in place for involving parents in planning and designing the School's programs, the school may use that process if it includes adequate representation of parents of Title I children.

### Home-School Compact

The Home-School Compact will be distributed to parents of Title I annually. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will

share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

- The Schools responsibility to provide high-quality curriculum and instruction to meet the challenging State academic standards.
- The ways parents will be responsible for supporting their children's learning, volunteering in the Resource Center, and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time.
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe Resource Center activities and ensuring regular communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.

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The Home-School Compact was developed by the School Site Council and is annually updated by the School Site Council.

**Building Capacity for Involvement**

The School engages Title I parents in meaningful interactions with the School. The School supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the following practices have been established.

1. Title I parents are provided with assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the achievement of their children.
  - Open House and Senior Night events are held during the school year with a specific focus on understanding Common Core Standards and Smarter Balanced Assessments.
  - Parent and teacher mid-year conferences focus on how to monitor and improve student academic skills and how to prepare for assessments.
2. Title I parents are provided with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement, to help them work with their children to improve their children's achievement.
  - Provide online enrichment and instructional materials that parents can use at home with their children (Achieve 3000, BrainPOP, BrainPPOELL).
  - Provide resources on the School's website for parents to use in supporting their students' academic, health, social and emotional needs.
  - Offer Parent Courses through Altus University that address topics in high demand among parents based on annual survey.

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3. With the assistance of Title I parents, the School educates staff members about the value of parent contributions, and in how to reach out, communicate with, and work with parents as equal partners to implement and coordinate parent programs and build ties between parents and the School.

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- Parent engagement is a focus of the annual needs assessment.
- Parental involvement is a key feature of the teacher training program.

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4. Coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent conferences, to encourage and support parents in more fully participating in the education of their children.

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- Parent courses are offered through Altus University on specific topics that parents have requested.
- English Learner Advisory Committee Meetings
- Parents are encouraged to participate in as members of a community panel for students presenting their senior portfolio.

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5. Distribute information related to School and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.

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- Spanish is the most prevalent language, other than English, spoken by parents in the School community. Presentations, information, and resources are translated and/or presented in Spanish.
- Provide translation services in other languages, as requested, on important school information.

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6. Provide support for parental involvement activities requested by Title I parents.

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- Consider support for parental involvement activities requested by Title I parents wherein the requests align with the vision, mission, and values. Additional factors of consideration include: fiscal feasibility, operational feasibility, and cost/benefit analysis.

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**Accessibility**

Provide opportunities for the participation of all Title I parents and family members, including parents/family members with limited English proficiency, parents/family with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents/family understand, including by:

- Presentations, Information, Resources, and materials are translated and/or presented in the multiple languages of participants.
- Staff meetings with parents individually and in small groups to ensure parent participation and understanding of information.
- Providing information in person, online, and via mail in various formats.

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A copy of the Charter School’s complete Policy is available on the website.

**Attendance, Lessons, and Course Credits**

Unlike traditional schools where attendance is measured by being physically present in a classroom, Audeo Valley measures attendance by completion of a work product, a student’s average daily attendance (“ADA”) is determined by the professional judgment of the teacher as it relates to the time spent on the successful completion of each lesson. Students are expected to complete an average of 12 courses every 12 months at an acceptable level of competency to demonstrate learning and proficiency of state standards. To meet this expectation at Audeo Valley, students should complete an average of 7 assignments per week and complete 1 semester course in 3-to-4 weeks.

A complete copy of Audeo Valley’s Independent Study Policy is available on the school website.

**Year-round School Year**

Audeo Valley has a year-round school year that is designed to maximize the amount of days and time that a student is able to earn credits. (See school holiday calendar on your School’s website.)

**Student Assessments**

Students at Audeo Valley are part of the public school system in the State of California. Participating in the state testing system is a requirement. All students must take state mandated assessments which include the California Assessment of Student Performance and Progress (“CAASPP”), English Language Proficiency Assessments for California (“ELPAC”), and Physical Fitness Test scheduled throughout the school year. Additionally, all students who enroll in our Audeo Valley program take the school mandated NWEA Measures of Academic Progress (“MAP”). These tests are very critical. They tell us how students are progressing in their learning.

Audeo Valley staff members are dedicated to making sure students receive the instruction they need to do well on these tests to demonstrate learning. Students are offered many opportunities for special assistance if it is needed. These opportunities include diagnostic assessment and one-to-one tutoring. Please review your student’s test results and be sure he or she is working on improving his/her weak areas. It is important that we work together to help your student succeed. If you have any questions about testing and/or a specific test you may contact your student’s teacher. The table below provides basic information about the standardized tests and approximate administration dates. Additional information about state tests is posted on the California Department of Education (“CDE”) website at <http://www.cde.ca.gov/ta/tg>.

**California Assessment of Student Performance and Progress (“CAASPP”)**

The School shall annually administer required state testing to the applicable grades (e.g., the CAASPP).

Assessments	Subject(s)	Grade Level(s)	Approximate Dates
NWEA Measures of Academic Progress (MAP)	Reading, Language Usage, Mathematics	6-11	Sept.-Oct. & March-April

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English Language Proficiency Assessments for California (ELPAC)		English Language-Reading, Writing, Listening and Speaking	6-12 English Learners	February-March
Physical Fitness Test (PFT)		Physical Fitness Evaluation	7, 9	February
California Assessment of Student Performance & Progress (CAASP)	Smarter Balanced	English Language Arts, Mathematics	6-8, 11	May-June
	California Standards Tests (CST)/California Modified Assessment (CMA)	Science	8, 10	May-June

**Audeo Valley High School Graduation Options**

Audeo Valley provides multiple graduation options for our students. As part of our pathways personalized education plan, we seek to ensure that our students pursue the best option for their needs. The staff at Audeo Valley is dedicated to offering many opportunities for students to succeed. Audeo Valley offers three options for graduation:

- 1. Option 1 High School Diploma
- 2. Option 2 High School Diploma
- 3. HiSET Option

**Option 1 High School Diploma**

Students graduating with an Option 1 High School Diploma from Audeo Valley must complete 42 Semester Credits in grades 9-12.

**Audeo Valley High School Graduation Course Requirements**

English (8 semester credits)	Mathematics (6 semester credits)
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<b>4 credits - English 1-4</b> <b>2 credits - American Literature* or Honors American Literature</b> <b>2 credits - World Literature*, Contemporary Voices in Literature, English Literature, AP English Language &amp; Composition, AP English Literature &amp; Composition</b>		<b>2 credits - Algebra or Integrated Math 1</b> <b>2 credits - Geometry or Integrated Math 2</b> <b>2 credits - Intermediate Algebra or Integrated Math 3</b> <b>2 credits - Pre-calculus or Honors Pre-calculus</b> <b>2 credits - Statistics</b>	
<b>Science (4 semester credits)</b>		<b>History-Social Science (6 semester credits)</b>	
<b>2 credits - Physical Science (Earth Science, Physics, Chemistry, or Honors Chemistry)</b> <b>2 credits - Life Science (Biology)</b> <b>*</b>		<b>2 credits - World History, Geography &amp; Economics</b> <b>2 credits - US History, or Honors US History</b> <b>1 credit - Government</b> <b>1 credit - Economics</b> <b>2 credits - AP Human Geography (elective)</b>	
<b>General Electives (9 semester credits)</b>	<b>Physical Education (4 semester credits)</b>	<b>Pathways Portfolio (1 semester credit)</b>	
Students have the option of choosing from a wide range of general elective options. UC/CSU: 2 credits - Approved electives in the same area	All students will complete 4 semester credits of Physical Education.	All students must present a senior portfolio (met through the Pathways Exhibition course).	
<b>World Language OR Visual/ Performing Arts (2 semester credits)</b>			
<b>Option A:</b> <b>2 credits - World Language (both semesters must be the same language)</b>	<b>Option B:</b> <b>2 credits - Visual/Performing Arts</b>	<b>UC/CSU Option:</b> <b>4 credits - World Language (all semesters must be the same language; 2 years required, 3 years recommended)</b> <b>2 credits - Visual/Performing Arts (both semesters need to be the same course)</b>	
<b>CTE/Service Learning/WEE (2 semester credits)</b>			
<b>Option A:</b> <b>2 credits - CTE (Career Technical Education)</b>	<b>Option B:</b> <b>2 credits - Service Learning (120 hours total of community service)</b>	<b>Option C:</b> <b>2 credits - Work Experience Education (240 hours of paid employment)</b>	
<b>Grade Point Average (GPA)</b>			
All students must have a weighted GPA of 2.0 or higher in scholarship based on coursework completed in grades 9-12.			
*Courses required for UC/CSU Admissions. Students planning on applying to a UC or CSU can request a meeting with a college counselor to develop a course plan.			

### ***Option 2 High School Diploma***

Our Option 2 High School Diploma seeks to assist those students who will have reached their 18th birthday by the graduation deadline and have at least 26 credits in the required courses and a minimum 2.0 GPA in those courses designated for the state of California Option 2 diploma.

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**Eligibility Criteria**

The eligible student is at least 17 and has less than 20 credits. Option 2 allows students to obtain a high school diploma, participate in vocational training and/or attend the community college of their choice. The process is selective and is monitored by the Audeo Valley Option 2 Committee, consisting of school counselors, learning leads, administrators, and/or teacher representative.

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**Admission Requirements and Process**

- Student must be enrolled at a Audeo Valley school and must be earning credits at the rate of one per month, with a minimum attendance rate of 75% per month.
- The teacher/school counselor recommends student for Option 2 diploma.
- School counselor meets with parent, teacher, and student to review eligibility of requirements.
- The teacher presents the student records, which includes parent consent documents, to the Audeo Valley Option 2 Committee, outlining why this option best meets the needs of this student.
- Audeo Valley Option 2 Committee may decide to accept the recommendation of the teacher or may decide to deny the request to admit the student as a candidate for this diploma.
- When the student is accepted as a candidate, the School counselor develops a new course plan.

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**Additional requirements include:**

- Senior Exhibition
- One year of Career Technical Education, service learning, or work experience education

**HiSet Option**

The new HiSet, one of the new state approved High School Equivalency Exams, is included as an option for students to finish their secondary education with “Completer” status. Audeo Valley students will be able to take the HiSET on-site at an Audeo Valley resource center, exclusively open to Audeo Valley students. It is a web-based exam. If you are interested in this option, please contact your teacher and counselor.

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**Option 2 Graduation Course Requirements**

English (6 semester credits)	Mathematics (4 semester credits)
English 1,2 or higher	Including Algebra 1, 2 OR Integrated Math 1, 2 or higher
Science (4 semester credits)	History - Social Science (6 semester credits)
Including Biology 1, 2, and one year of a physical science	World History Geography & Economics 1, 2

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	US History 1, 2 Government 1 Economics 1	
General Electives (1 semester credit)	Pathways Portfolio (1 semester credit)	Physical Education (4 semester credits)
Recommended courses from our current General Electives list	All students must present a senior portfolio (met through the Pathways Exhibition course).	All students will complete 4 semester credits of Physical Education.
World Languages and Visual/Performing Arts (2 semester credits)		
<b>Option A:</b> 2 credits - World Language (both semesters must be the same language)	<b>Option B:</b> 2 credits - Visual/Performing Arts	
CTE/Service Learning/WEE (2 semester credits)		
<b>Option A:</b> 2 credits - CTE (Career Technical Education)	<b>Option B:</b> 2 credits - Service Learning (120 hours total of community service)	<b>Option C:</b> Work Experience Education (240 hours of paid employment)
Grade Point Average (GPA)		
Students must have a minimum GPA of 2.0 in the required courses for Option 2.		

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**Grant Program Notice**

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

**Grade Suppression**

Students wishing to suppress a "D" or "F" grade earned from a Audeo Valley - approved accredited school or district outside of Audeo Valley must repeat the same course/s based on course descriptions

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¶  
At AudeoAudeo Valley, we provide a rigorous curriculum that prepares students for higher education. The admission requirements to the local community colleges, CSU, and UC are listed in the table below.¶  
For more information about the college entrance requirements and exams, contact the college counselor (with assistance from your teacher as needed) and/or visit the following websites: ¶  
[www.act.org](http://www.act.org) or [www.collegeboard.org](http://www.collegeboard.org) ¶

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from the school or district where the course/s originated. The course/s must be approved by a school counselor or administrator.

**Grade Validation**

If a student earns an “F” grade for the first semester of a year-long course but earns a passing grade of “C” or better for the second semester of that same course, credit shall be assigned for both semesters and a passing grade of “D” shall be recorded for the first semester. This applies only to students designated as 11th or 12th graders by a school counselor or administrator from Audeo Valley.

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If a student earns a passing grade for the first semester of a year course and an “F” grade for the second semester of that course, credit (and passing grade) shall be allowed for the first semester only. The second semester “F” grade shall be recorded as a final grade.

Audeo Valley will accept for credit full or partial coursework satisfactorily completed by a pupil while attending a public school, juvenile court school, a school in a country other than the United States, and/or nonpublic, nonsectarian school or agency.

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**College Course Credit**

With school counselor or administrator approval, college courses may be taken in lieu of high school courses. One 2-unit college course is equivalent to two semesters of high school credit.

**Graduating Class Year Determination**

Students who satisfy graduation requirements by the end of July of the school year (i.e., 16-17, 17-18, etc.) will be designated graduates of the school year.

Students who did not complete all the graduations requirements by the end of July will receive their diploma with the next year’s graduating class.

**Graduation Ceremony**

Graduation is a special and dignified event. Audeo Valley commencement ceremonies are typically held at the beginning of June. Graduation is a privilege not a right.

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Students wishing to participate in a graduation ceremony from Audeo Valley must complete the following requirements:

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- Complete all stated requirements for a high school diploma, **OR** complete all stated requirements for the California High School Proficiency Exam (“CHSPE”), **OR** complete all requirements for and pass all portions of a High School Equivalency Test (General Education Development (“GED”) or HiSET that has been approved by the State Board of Education and the CDE.
- Attend a Senior Exit Orientation.
- Complete all requirements by the official due dates as listed on the Annual Master School Calendar.
- Attend both graduation rehearsals.
- Follow all graduation ceremony rules and regulations.

**Graduation Ceremony Expectations**

- The graduates must wear the designated cap and gown.
- Acceptable clothing:
  - Tops: white collared dress shirt with a tie, blouse
  - Bottoms: dark slacks (not jeans), skirt, dress, pant-suit (no jeans).
- No decorations on caps or gown are permitted.
- Dress appropriately for the occasion.
- No flip-flops or tennis shoes are permitted.
- Dress shoes are encouraged.
- No air-horns, beach balls, or anything else that will take away from this dignified event.
- Guests must act appropriately and be respectful of the event and its participants.

### **Senior Exit Orientation**

Students and a parent or guardian are required to attend this important meeting. During this meeting, graduation requirements are reviewed, and expectations and logistics for the graduation ceremony are presented. Information is also available to prepare parents and students for post high school options, including financial aid filing, scholarship information, college application process (with a focus on post-secondary pathways). Attendance at this meeting may be waived for students who do not plan to participate in a [Audeo Valley](#) June graduation ceremony.

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### **Pathways: Education with a Purpose**

Upon enrollment at [Audeo Valley](#) and with support from counselors and teachers, students focus on their future through various *Pathways*. *Pathways* is designed to introduce and engage students in grades 9-12 in formal post-high school planning and to improve student learning and high school completion rates. Working with counselors and teachers, students will focus on post-graduation choices and options, including four-year colleges and universities, community college, military, and vocational studies.

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Students are further supported in this explorative process by Naviance, a web-based resource. Naviance provides students and parents access to information from colleges and vocational schools, scholarship and financial aid application tools, extensive career research, and learning styles tools. Targeted student activities are available to support *Pathways*. These include career days, college days, military days, guest speaker events, field trips, work experience, service learning, and internships.

### **Pathways/Naviance Family Connection**

Our PATHWAYS/Naviance Family Connection program uses a variety of interest and personality type surveys and research tools to help you develop your chosen path. No test, questionnaire, survey, or examination containing any questions about a student's personal beliefs or practices in sex, family life, morality, and religion, or any questions about the pupil's parents' or guardians' beliefs and practices in sex, family life, morality, and religion, shall be administered to any student without written permission from a parent/guardian.

**Do What You Are:** Learn about your personality strengths and gain insight into your educational and career needs.

**Learning Style Inventory:** Learn what environment and methods make learning optimal for you.

**Career Interest Profiler:** Complete a Career Interest Profiler and explore what careers appeal to you.



**Game Plan:** Create targeted goals for after high school, including college interests, athletic programs, chosen references, etc.

**College Search/Lookup:** Lookup schools that you are interested in applying to, compare requirements, school programs, student life, and more.

**Test Scores:** Enter and track your PSAT, SAT I, SAT Subjects Tests, PLAN, and ACT test scores.

**MI Advantage:** Multiple intelligences theory reveals that people employ various intelligences to process information. This assessment empowers students to develop and make optimal use of their strengths in the pursuit of goals and interests, both inside and outside of school.

**Scholarships:** Use several scholarship tools, such as searches, matches, lists, national college searches, and scholarship applications.

**Resume:** Use the resume tool to create your own resume.

### ***Availability of Prospectus***

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

### ***English Learners***

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

### ***Involuntary Removal Process***

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

removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School’s suspension and expulsion policy.

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

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the Student will be disenrolled effective the date of the hearing. If as a result of the hearing the student is disenrolled, notice will be sent to the student’s last known district of residence within thirty (30) days. A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

## Enrollment, Student, & Health Services

### ***Resource Center Transfer Requests***

Students may apply for a transfer to another Resource Center under the following conditions:

- Parent approval
- Student is currently meeting attendance requirements
- Reasonable justification
- Resource Center availability

Contact the teacher to initiate the Resource Center transfer process.

### ***Enrollment/Transfer Process***

Students who choose to discontinue enrollment at Audeo Valley may attend other district schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or area of residence.

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Student and/or the parent/guardian need to notify the teacher about the desired transfer. The teacher will work with the parent and counselor to process the transfer. Students are expected to continue to meet Audeo Valley attendance requirements until the student is officially transferred to the new school.

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For any student that transfers to another high school, please be informed that it is as the sole discretion of the new school district or charter school to decide which completed credits they will accept on their transcripts. Additional information can be found at [https://audeovalley.com/wp-content/uploads/2021/06/Charter-School-Complaint-Notice-and-Form\\_RCOE.pdf](https://audeovalley.com/wp-content/uploads/2021/06/Charter-School-Complaint-Notice-and-Form_RCOE.pdf).

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### **Transcript and Records Requests**

Transcript and educational records requests must be made in writing. Transcript requests may be submitted using the online form found on the School's website, <https://audeovalley.com/request-transcripts/>.

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### **Attendance Verification**

Students and families that need official verification of the student's status (attendance, enrollment, projected graduation dates, etc.) should make a request with their teachers. Parent/ guardian signatures are required before these verifications can be provided Please allow at least one-week lead time.

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### **Work Permits**

Work permit applications are available for students who meet and maintain the following eligibility requirements:

- Currently meeting Audeo Valley attendance requirements
- 14 years or older
- Parent and teacher approval

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Work permit applications can be obtained from the teacher. The application must be filled out completely by the student, parent and employer. Incomplete applications will not be considered. Work permit applications must be returned to the teacher. It will take approximately 3-5 days to receive a temporary 30-day work permit from the school counselor if the application is approved. This is a temporary permit and the Work Permit Office has the right to decline any student from receiving an official approved work permit.

### **Health Program**

Our comprehensive health program is designed to promote wellness and to support the educational mission of our school. The role of the school nurse is to promote student attainment of optimum physical and mental health to achieve student success. Since the student's health status and needs may affect his or her school performance, the school nurse may provide education on health promotion and illness prevention practices, perform mandated health screenings, provide counseling, crisis management, referrals and information regarding community health resources.

### ***Health Screenings***

Students are screened for vision, hearing and scoliosis. State-mandated assessments will be provided for the indicated grade levels: 8th and 10th or 11th grade hearing screening and 8th grade vision screening. A wellness screening is also provided for 9th graders: vision screening, blood pressure, nutrition assessment, height, weight, and body mass index. New students and students referred by parents, student or school staff will be assessed as indicated.

Note: A student needs a written parent request to be excused from health assessment screenings. A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Executive Director of the school in which the child is enrolled a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

### ***Availability of Health Insurance***

Children—regardless of immigration status (foster youth, pregnant women, and legally present individuals, including those with deferred action for childhood arrivals [“DACA”] status) may be eligible for no- or low-cost Medi-Cal insurance. Medi-Cal covers immunizations, checkups, specialists, vision and dental services, and more for children and youth at no- or low-cost. Medi-Cal enrollment is available year-round.

Covered California is where legal residents of California can compare quality health plans and choose the one that works best for them. Based on income and family size, many Californians may qualify for financial assistance. Enroll during Open Enrollment or any time you experience a life-changing event, like losing your job or having a baby. You have sixty (60) days from the event to complete enrollment. Information regarding the availability of insurance is provided with enrollment forms and available at: [http://hbex.coveredca.com/toolkit/PDFs/ALL\\_IN\\_Flyer\\_EnrollGetCareRenew\\_CC.pdf](http://hbex.coveredca.com/toolkit/PDFs/ALL_IN_Flyer_EnrollGetCareRenew_CC.pdf)

The Charter School shall not discriminate against a student who does not have health care coverage or use any information relating to a student’s health care coverage or interest in learning about health care coverage in any manner that would bring harm to the student or the student’s family.

### ***Health Curriculum and Sexual Health Education***

Health education encompassing nutrition, dental health, disease processes, life skills, community health, physical fitness, drugs, alcohol, and tobacco, mental and emotional health, human reproduction and sexuality, sexually transmitted diseases and HIV/AIDS, peer pressure resistant skills, problem solving and decision making is incorporated into the curriculum.

The Charter School offers comprehensive sexual health education to its students in grades -12. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent (“opt-out”) process. The Charter School does not require active parental consent (“opt-in”) for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

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

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Anonymous, voluntary, and confidential research and evaluation tools to measure student's health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 6-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

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

### ***Immunizations and Control of Communicable Disease***

California law requires proof of an immunization record from the parent or guardian indicating the student has met all the immunization requirements prior to admission to our school.

Immunization records will be required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. Students will not attend school until all required records have been received. The immunization status of all students will be reviewed periodically. Those students who do not meet the State guidelines may be excluded from school until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

#### **Entering Kindergarten:**

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

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

Entering 7<sup>th</sup> Grade

- 1. Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose
- 2. Varicella (chickenpox) - Two (2) doses

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**NOTE:** In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements for children 7-17 years old (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis), **in addition to** the 7th grade requirements for Tdap and varicella (varicella requirement for seventh grade advancement expires after June 30, 2025). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.

Effective January 2016, Senate Bill 277 eliminated the option of personal belief exemptions for students in public and private schools. Students enrolled in home-based private schools and independent study program who do not receive classroom-based instruction will still need to provide immunization records to their schools before entry. All schools will still need to report to the California Department of Public Health ("CDPH")/Division of Communicable Disease Control the immunization status of all students in kindergarten and 7th grade.

Audeo Valley shall cooperate with the CDPH to prevent and control communicable disease in students. Whenever there is good reason to believe a student has a contagious disease, the parent will be contacted and the student will be sent home. The student may return when well and/or released by a physician.

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Immunization laws currently in effect may be found at <http://www.shotsforschool.org/laws/>.

A complete copy of Audeo Valley's Immunizations Policy is available on the school website.

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Diabetes

Audeo Valley provides an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but not be limited to, all of the following: 1. A description of type 2 diabetes. 2. A description of the risk factors and warning signs associated with type 2 diabetes. 3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes. 4. A description of treatments and prevention of methods of type 2 diabetes. 5. A description of the different types of diabetes screening tests available. Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

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**Administration of Medications Policy**

Audeo Valley staff is responsible for overseeing the administration of medication to students attending Audeo Valley during the regular school day. It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our students and the legal protection of our employees.

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A signed physician's order and written parent permission must be on file for each individual student before licensed school personnel can administer over-the-counter or prescription medication to the student during the school day. Parents should notify school staff of any medications their student is taking on a continuing basis for health conditions, including name, dose, physician phone number, and permission to contact the physician for further information about the medication.

**Administration of Medication Policy**

Audeo Valley Charter School ("Charter School") staff is responsible for overseeing the administration of prescribed and over-the-counter medication to students during the regular school day. It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our students and the legal protection of our employees.

Deleted: (Full Board Policy)

Deleted: Board Policy #: 5090¶  
Approved: February 22, 2018¶  
Amended: February 17, 2021¶

Deleted: The Board of Directors of Student Success Programs, Inc. hereby adopts this Administration of Medication Policy to apply to Audeo Charter School and The Charter School of San Diego, hereafter collectively referred to as "Charter School."¶  
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**Definitions**

- "Authorized health care provider" means an individual who is licensed by the State of California to prescribe medication.
- "School nurse" means an individual who is currently a credentialed and licensed registered nurse employed by the Charter School.
- "Other designated Charter School personnel" means an individual employed by the Charter School who has (1) has consented to assist/administer medication to students and (2) may legally assist/administer the medication to students.
- "Medication" includes prescription medication, over-the-counter remedies, nutritional supplements, and herbal remedies.
- "Regular school day" includes during school hours, before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one (1) overnight stay from home.

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### Administration of Auto-Injectable Epinephrine or Inhaled Asthma Medication

Any student who is or may be required to take, during the regular schoolday, prescription auto-injectable epinephrine ("EpiPen") or inhaled asthma medication prescribed or ordered for the student by an authorized health care provider may carry and self-administer prescription an EpiPen or inhaled asthma medication if Charter School receives both the appropriate written statements as follows:

1. A written statement from the authorized healthcare provider (1) detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and (2) confirming that the pupil is able to self-administer an EpiPen or inhaled asthma medication, and
2. a written statement from the parent, foster parent, or guardian of the student (1) consenting to the self-administration, (2) providing a release for the school nurse or designated school personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and (3) releasing the Charter School and school personnel from civil liability if the self-administering pupil suffers an adverse reaction as a result of self-administering medication.

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These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

A student may be subject to disciplinary action if the student uses an EpiPen or inhaled asthma medication in a manner other than as prescribed.

Any student requiring insulin shots must establish a plan for administration of insulin shots with the Executive Director or designee in consultation with the parent or guardian and the student's medical professional.

### Staff Training and Emergency Response

Additional information about staff trainings and the Charter School's response to emergencies can be located within the Employment Handbook and/or the School Safety Plan.

#### A. Response to Anaphylactic Reaction

The school nurse or trained personnel who have volunteered may use EpiPen to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction. Charter School will ensure it has the appropriate type of EpiPen on site (i.e., regular or junior) to meet the needs of its students. The school will ensure staff properly store, maintain, and restock the EpiPen as needed.

The Charter School will ensure any school personnel who volunteer are appropriately trained regarding the storage and emergency use of an EpiPen.

The Charter School will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an epinephrine auto-injector to a person if that person is suffering, or reasonably believed to be suffering from, anaphylaxis. The annual notice shall also describe the training the volunteer will receive.

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#### B. Response to a Diabetic or Hypoglycemic Emergency

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Charter School provides Charter School personnel with voluntary emergency medical training on how to provide emergency medical assistance to students with diabetes suffering from severe hypoglycemia. The volunteer personnel shall provide this emergency care in accordance with standards established herein and the performance instructions set forth by the licensed health care provider of the student. A Charter School employee who does not volunteer or who has not been trained pursuant to this Policy may not be required to provide emergency medical assistance.

Training by a physician, credentialed school nurse, registered nurse, or certificated public health nurse according to the standards established pursuant to this section shall be deemed adequate training. Training established shall include all of the following:

- 1. Recognition and treatment of hypoglycemia.
- 2. Administration of glucagon.
- 3. Basic emergency follow-up procedures, including, but not limited to, calling the emergency 911 telephone number and contacting, if possible, the student's parent or guardian and licensed health care provider.

A Charter School employee shall notify the Executive Director or designee if the employee administers glucagon pursuant to this Policy.

All materials necessary to administer the glucagon shall be provided by the parent or guardian of the student.

In the case of a student who is able to self-test and monitor their own blood glucose level, upon written request of the parent or guardian, and with authorization of the licensed health care provider of the student, a student with diabetes shall be permitted to test their own blood glucose level and to otherwise provide diabetes self-care in the classroom, in any area of the Charter School or Charter School grounds, during any Charter School-related activity, and, upon specific request by a parent or guardian, in a private location.

Designated staff shall establish emergency procedures for specific medical conditions that require an immediate response (i.e. allergies, asthma, diabetes).

**Administration of Medication**

Any student who is or may be required to take, during the regular schoolday, prescription medication prescribed or ordered for the student by an authorized health care provider may be assisted by the school nurse or designated Charter School personnel.

In order for a pupil to be assisted by the school nurse or other designated Charter School personnel in administering medication Charter School shall obtain both:

- 1. A written statement from the student's health care provider detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and

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2. A written statement from the parent, foster parent, or guardian of the student indicating the desire that the Charter School assist the student in the matters set forth in the statement of the authorized health care provider.

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These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

The primary responsibility for the administration of medication rests with the parent/guardian, student, and medical professionals.

**Storage and Record Keeping**

- All medication will be kept in a secure and appropriate storage location and administered per an authorized health care provider's instructions by appropriately designated staff.
- Designated staff shall keep records of medication administered at Charter School. The medication log may include the following:
  - a. Student's name.
  - b. Name of medication the student is required to take.
  - c. Dose of medication.
  - d. Method by which the student is required to take the medication.
  - e. Time the medication is to be taken during the regular school day.
  - f. Date(s) on which the student is required to take the medication.
  - g. Authorized health care provider's name and contact information.
  - h. A space for daily recording of medication administration to the student or otherwise assisting the student in administration of the medication, such as date, time, amount, and signature of the individual administering the medication or otherwise assisting in administration of the medication.
- Designated staff shall return all surplus, discontinued, or outdated medication to the parent/guardian upon completion of the regimen or prior to extended holidays. If the medication cannot be returned, it will be disposed of at the end of the school year.

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For more information on how to obtain and complete an Administration of Medications Form, or to review our complete Administration of Medications Policy, please see the school website.

**Free and Reduced-Price Meals**

Pursuant to California Law, the Charter School will provide each student who meets federal eligibility criteria for free and reduced-price meals with at least one free or reduced-price, nutritionally adequate meal per each school day on which the eligible student is scheduled for two or more hours of educational activities at a school site/Resource Center, meeting space or other satellite facility operated by the Charter School.

**Student Wellness Policy**

**Deleted: (Full Board Policy)**

**Deleted:** Board Policy #1930¶  
Approved: February 22, 2018¶  
Amended: February 17, 2021¶

Audeo Valley Charter School ("Charter School") adopts this policy to ensure its commitment to the optimal development of every student. Charter School believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year. This policy may be updated from time to time as required to be in compliance with state law, regulation, or administrative directive.

**Deleted:** The Board of Directors of Student Success Programs, Inc. hereby adopts this Wellness Policy to apply to Audeo Charter School and The Charter School of San Diego, hereafter collectively referred to as "Charter School." ...

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education and extracurricular activities – do better academically. Finally, there is evidence that adequate hydration is associated with better cognitive performance.

This Policy outlines Charter School's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this Policy establishes goals and procedures to ensure that:

- Students in the Charter School have access to healthy foods throughout the school day—and other foods available throughout the Charter School resource centers—in accordance with Federal and state nutrition standards.
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors.
- Students have opportunities to be physically active before, during and after the school day.
- The Charter School engages in nutrition and physical activity promotion and other activities that promote student wellness.
- Charter School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school.
- The community is engaged in supporting the work of the Charter School in creating continuity between Charter School and other settings for students and staff to practice lifelong healthy habits.
- The Charter School establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of this Policy and its established goals and objectives.

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This Policy applies to all students, faculty, and staff in the Charter School. Specific measurable goals and outcomes are identified within each section below.

#### **I. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement**

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#### **Implementation Plan**

Using the steps outlined below, the Charter School will ensure the Charter School meets legal obligations regarding implementation of this Policy.

This Policy and the progress reports can be found on the school's website.

**Deleted:** for Audeo Charter School at [www.audeocharterschool.net](http://www.audeocharterschool.net) and for The Charter School of San Diego at [www.charterschool-sandiego.net](http://www.charterschool-sandiego.net).

### **Recordkeeping**

The Charter School will retain records to document compliance with the requirements of this policy in the main office. Documentation maintained in this location will include but will not be limited to:

- The written Policy.
- Documentation demonstrating that the Policy has been made available to the public.
- Documentation to demonstrate compliance with the annual public notification requirements and community involvement requirements.
- Documentation of the triennial assessment of the Policy.
- Documentation demonstrating the most recent assessment on the implementation of the Policy has been made available to the public.

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### **Annual Notification of Policy**

The Charter School will actively inform families and the public each year of basic information about this Policy, including its content, any updates to the Policy, and implementation status. The Charter School will make this information available via the Charter School website and/or Charter School-wide communications. The Charter School will provide as much information as possible about the Charter School nutrition environment. This will include a summary of Charter School's events or activities related to Policy implementation.

### **Triennial Progress Assessments**

At least once every three years, the Charter School will evaluate compliance with the wellness policy to assess the implementation of the Policy and include:

- The extent to which the Charter School is in compliance with this Policy;
- The extent to which the Charter School's Policy compares to model wellness policies; and
- A description of the progress made in attaining the goals of the Charter School's Policy.

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The position/person responsible for managing the triennial assessment and contact information is:

Special Education Coordinator  
619-393-2270

The Executive Director will monitor the Charter School's compliance with this Policy.

The Charter School will actively notify households/families of the availability of the triennial progress report.

### **Revisions and Updating the Policy**

The Charter School will update or modify this Policy as appropriate based on the results of the annual Charter School Health Index and triennial assessments and/or as Charter School priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. This Policy will be assessed and updated as indicated at least every three (3) years, following the triennial assessment.

**Community Involvement, Outreach and Communications**

The Charter School is committed to being responsive to community input, which begins with awareness of the Policy. Charter School will actively communicate ways in which representatives of the Charter School and others can participate in the development, implementation and periodic review and update of this Policy through a variety of means. The Charter School will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in Charter School nutrition standards.

The Charter School will use electronic mechanisms, such as email or displaying notices on the Charter School’s website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to this Policy, as well as how to get involved and support the Policy. The Charter School will ensure that communications are culturally and linguistically appropriate to the community and accomplished through means similar to other ways that other local schools are communicating important school information with parents.

The Charter School will actively notify the public about the content of, the implementation of, and any updates to the Policy annually, at a minimum. The Charter School will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

**II. Nutrition**

**Charter School Meals**

The Charter School is committed to promoting healthy food choices. It currently provides adequate and nutritious meals and does not participate in federal or state programs related to school meals. To the extent any foods are made available to students at Resource Centers; Charter School will ensure such foods:

- Are accessible to all students.
- Are appealing and attractive to children.
- Are served in clean and pleasant settings.
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations

**Water**

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the operational hours of the Resource Centers.

**Competitive Foods and Beverages**

The Charter School is committed to ensuring that all foods and beverages available to students at the school Resource Centers during the school day support healthy eating. Smart Snacks aim to improve

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student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits.

The Charter School does not generally sell food at the Resource Centers and school administration offices. However, in the event that Charter School decides to sell food in the future, and to support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable School meal programs that are sold to students at the Resource Centers during the school day will meet or exceed the USDA Smart Snacks nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

**Celebrations and Rewards**

All foods offered on the Charter School Resource Centers will meet or exceed the USDA Smart Snacks in Charter School nutrition standards, including through:

- 1. Celebrations and events. The Charter School will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
- 2. Resource Center snacks brought by parents. The Charter School will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
- 3. Rewards and incentives. The Charter School will provide teachers and other relevant school staff a list of alternative ways to reward children. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

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**Fundraising**

The Charter School does not generally host fundraisers at Resource Centers. However, in the event such a fundraiser occurs, foods and beverages that meet or exceed the USDA Smart Snacks in Charter Schools nutrition standards may be sold through fundraisers at the Charter School Resource Centers during the school day. The Charter School will make available to parents and teachers a list of healthy fundraising ideas.

**Nutrition Promotion**

The Charter School will promote healthy food and beverage choices for all students throughout the school Resource Centers, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing at least ten evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques described above; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in Charter School nutrition standards.

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**Food and Beverage Marketing in Schools**

The Charter School does not generally allow food and beverage marketing at Resource Centers. However, in the event such activity occurs, any foods and beverages marketed or promoted to students on the school Resource Centers during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

As the Executive Director reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by this Policy.

**III. Physical Activity**

The Centers for Disease Control (“CDC”) recommends that all children and adolescents participate in a minimum of sixty (60) minutes of physical activity every day. The CDC recommends that aerobic activity make up the bulk of such physical activity, with vigorous-intensity aerobic activity on at least three days per week. The CDC also recommends that physical activity include muscle strengthening activities, such as gymnastics or push-ups, on at least three days per week, and bone strengthening activities like jumping rope or running at least three days per week. The Charter School has the following specific goals to promote student wellness, consistent with this Policy:

- All students will have access to Physical Education coursework
- All students will be offered Health education coursework
- All teachers will be given annual professional development focused on student health

In developing these goals, the Charter School reviewed and considered evidence-based strategies and techniques and parent input. The Charter School will work toward achievement of these goals by:

- Updating the Safety Plan annually to remain current on school safety protocol
- Providing a clean and safe place for students to eat while at the Resource Center if needed
- Annually surveying students and parents on areas of strength and areas for improvement
- Annually conducting Open House and Senior Exit Orientations to gather feedback from students and parents on Resource Center operations

**IV. Other Activities that Promote Student Wellness**

The Charter School will integrate wellness activities across the entire Charter School setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The Charter School will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of this Policy, including but not limited to ensuring the involvement of parents and the community.

All Charter School-sponsored events will adhere to this Policy’s wellness guidelines. All Charter School-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

**Community Partnerships**

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The Charter School will continue *to* develop and enhance its *current efforts* in relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this Policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with this Policy and its goals.

### **Professional Learning**

When feasible, the Charter School will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help the Charter School staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

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### **Human Trafficking Prevention**

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

In accordance with the California Healthy Youth Act, Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available on the Student & Parent Handbook page of the Charter School's website for your convenience (<https://audeovalley.com/student-parent-handbook/>). Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

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

### **Mental Health Services**

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

#### **Available through the School:**

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached at (858)

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678-2020. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed in this letter, are voluntary.

- Special education services – if you believe your child may have a disability, you are encouraged to directly contact the School Administrator at (858) 678-2050 to request an evaluation.
- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact the school nurse at (858) 678-2050.

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#### Available in the Community:

- Please visit the Student Resources page on the school website to find mental health resources in your community.

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#### Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**
- Big Brothers/Big Sisters of America – This organization is a community-based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

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#### **Mental Health Notice**

Our school supports student mental health and wellness through a positive school culture and safe, supportive learning environments. Annually, an average of 99% of parents and 99% of students report feeling safe and supported at our school. Through professional development and trainings, teachers and staff are provided with the skills and tools needed to identify youth in crisis, intervene appropriately, and provide comprehensive support in partnership with families. Teachers and staff participate in Youth Mental Health First Aid (YMHFA), Trauma Informed Practices (TIPS), and Signs of Suicide (SOS) trainings. Our school provides direct mental health services to students that support social-emotional development and stability. Parent(s)/Guardian(s) may initiate access to available pupil mental health services at the school's Resource Center or through the school's community partners. If you or someone you care about is experiencing a suicidal or mental health crisis, please call the Access and Crisis Line at (888) 724-7240. Trained and experienced counselors are available 7 days a week, 24 hours a day to provide support, referrals, and crisis intervention. You can also call the Access and Crisis Line if you are concerned about someone, just need to talk, have questions about how to offer support, or if you are looking for information about community resources, mental health referrals, and alcohol and drug support services. If emergency medical care is needed, call 9-1-1 or go to the emergency room of the nearest hospital. More information about these mental health services are on the school website and mailed out annually to all families.

#### ***Pregnant and Parenting Students***

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

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

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

Lynne H. Alipio  
Chief Business Officer and CFO  
(858) 678-2048  
[lalipio@altussschools.net](mailto:lalipio@altussschools.net)

A copy of the UCP is available on the school website. For further information on any part please contact the Executive Director.

**Other Services/Resources Available**

Audeo Valley partners with many community service organizations and agencies to support the health and wellness of students and families. This is to ensure that the focus for the student is on learning and academic success. To learn more about these services/resources, contact your teacher, the School Nurse at (858) 678-2050, OR visit [www.audeovalley.com](http://www.audeovalley.com).

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# Key School Policies

## Student Responsibilities

- Attend Resource Center meetings according to the schedule on the master agreement and arrive on time.
- Complete ALL assignments as scheduled.
- Participate in Resource Center activities.
- Follow all rules and procedures.
- Follow school rules, including the Internet Use, Student Citizenship and the Zero Tolerance Policies, and obey the Loitering Law.
- Cooperate with adults and other students and respect the rights of others to learn and help to create a positive learning environment for everyone.
- Refrain from using profanity or making derogatory statements (“put-downs”).
- Respect the property of the Charter School, the community, and others.
- Be responsible for the care and return of all instructional materials and textbooks.
- Maintain honesty and integrity in completing all work, tests, and evaluations.

## Student Academic Integrity & Citizenship

At [Audeo Valley](#), we expect our students to be good citizens and to be honest. We expect students to complete assessments without outside assistance, not to plagiarize, respect instructional materials and school resources, and to make a good-faith effort when completing exams and required tests.

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## Internet/Student Use of Technology Policy and Acceptable Use Agreement

Technology and access to the internet are part of the learning opportunities available at [Audeo Valley](#). We strongly believe in the educational value of such services and recognize their potential to support our curriculum and student learning. Time using technology, the computer and/or the internet must be used productively to support academic progress. The School will make every effort to protect students from any misuses or abuses as a result of their experience with the Internet. All users must be

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continuously on guard to avoid inappropriate and illegal interactions on the internet. Students will be required to sign an Acceptable Use Agreement prior to being granted access to Audeo Valley technology.

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Student Use of Technology Policy

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New technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. Audeo Valley Charter School (“Charter School”) offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. The Charter School Governing Board intends that technological resources provided by the Charter School be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

Deleted: Board Policy #:5060 ¶  
Approved: September 10, 1997¶  
Amended: December 11, 2017; February 17, 2021¶

Deleted: ¶  
The Board of Directors of Student Success Programs, Inc. herby adopts this Student Use of Technology Policy to apply to Audeo Charter School and The Charter School of San Diego, hereafter collectively referred to as “Charter School”.¶

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**Definitions**

Use of Charter School equipment and access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of an educational purpose. Students and staff have a duty to use Charter School resources only in a manner specified in the Policy.

“**Educational purpose**” means classroom activities, research in academic subjects, career or professional development activities, Charter School approved personal research activities, or other purposes as defined by the Charter School from time to time.

“**Inappropriate use**” means a use that is inconsistent with an educational purpose or that is in clear violation of this Policy and the Acceptable Use Agreement.

**Notice and Acceptable Use Agreement**

The Charter School shall notify students and parents/guardians about authorized uses of Charter School computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before a student is authorized to use the Charter School’s technological resources, the student and the student’s parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and the student’s parent/guardian shall agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.

**Safety**

The Charter School shall ensure that all Charter School computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff shall be

responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.

To reinforce these measures, the Executive Director or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall monitor students while they are using Charter School computers, laptops, or tablets to access the internet or online services on a Charter School resource center and may have teacher, certificated teacher resource, student aides, and volunteers assist in this monitoring. Parents/guardians are required to supervise and monitor their child's use of Charter School equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

The Executive Director or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Executive Director or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils, directed toward one or more pupils that has or can be reasonably predicted to have one or more of the following effects:

- a) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupil's person or property.
- b) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- c) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- d) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the school.

2) As used in connection with "bullying," an "electronic act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- a) A message, text, sound, video, or image.

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b) A post on a social network Internet Web site, including, but not limited to:

- i) Posting to or creating a “burn page” (i.e., an Internet Web site created for the purpose of bullying).
- ii) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects of bullying. To create a “credible impersonation” means to (knowingly and without consent) impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- iii) Creating a false profile for the purpose of having one or more of the effects of bullying. A “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.

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- c) An act of cyber sexual bullying. The term “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 of bullying. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act. The term “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

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Students are expected to follow safe practices when using Charter School technology.

Charter School advises students:

- 1. To never share passwords, personal data, or private photos online.
- 2. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- 3. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- 4. To consider how it would feel receiving such comments before making comments about others online.

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Students shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the Charter School, other students, or the community. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other

computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Student use of Charter School computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Executive Director or designee shall block access to such sites on Charter School computers with Internet access.

The Executive Director or designee shall oversee the maintenance of the Charter School's technological resources and may establish guidelines and limits on their use.

All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology.

Student use of Charter School's computers, networks, and Internet services is a privilege, not a right. Compliance with the Charter School's policies and rules concerning computer use is mandatory. Students who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

\*\*\*\*

Acceptable Use Agreement

The Charter School Governing Board believes that providing access to technology enhances the educational experience for students. However, student use of Charter School computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

- 1. **Security.** Students shall not impair the security of Charter School technology resources. Students are expected to:
  - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
  - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
- 2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.
- 3. **Protection Measures.** While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff, employees, officers, directors or volunteers shall be responsible for the failure of

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any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The student and parent/guardian agree not to hold the Charter School, or any Charter School staff, employees, officers, directors or volunteers responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless the Charter School, Charter School staff, employees, officers, directors and volunteers for any damages or costs incurred. Parents/guardians are required to supervise and monitor their child's use of Charter School equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

**4. Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared, and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate Charter School policy or local law. These include but are not limited to:

- a. Playing games or online gaming.
- b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
- c. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.
- d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
- e. Conducting any activity that is in violation of Charter School policy, the student code of conduct or local, state or federal law.
- f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
- g. Conducting for-profit business.
- h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
- i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
- j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
- k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.

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5. **No Expectation of Privacy.** Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. The Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.
6. **Disruptive Activity.** Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
7. **Unauthorized Networks.** Students may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
8. **Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.
9. **Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

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After reading the Student Use of Technology Policy and the Acceptable Use Agreement, please complete the required form to indicate that you agree with the terms and conditions provided. The signature of both the student and parent/guardian are mandatory before access may be granted to the technologies available. The document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties. Charter School encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

I understand that computer use is a privilege and not a right. I understand that students who violate this policy in any way will be subject to a referral and possible suspension or expulsion. I understand that if a student willfully damages Charter School's property, including but not limited to Charter School's technology, equipment and networks, or fails to return Charter School's property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid or the property has been returned. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades, transcripts and diploma will be released. When the minor and parent are unable to pay for the damages, the Charter

School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. A student over the age of majority shall be liable for the same. (Ed. Code § 48904).

A copy of this form is available on the Charter School's website.

### ***Loitering Law***

It is unlawful for any juvenile who is subject to a compulsory alternative education program to loiter, idle, wander or be in or upon the public streets, highways, roads, alleys, parks, playgrounds, or other public grounds, public places, public buildings, or the premises of any establishment, vacant lots or unsupervised place between the hours of 8:30 a.m. and 2:30 p.m. on any day when that juvenile otherwise would be required to attend a regular compulsory education school (Municipal Code section 58.05). This means that students should either be in the Resource Center or at home between the hours of 8:30 a.m. and 2:30 p.m., Monday through Friday, unless an excused absence is on file.

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### ***Suspension and Expulsion Policy***

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#### **Policy**

Deleted: Board Policy #: 3300¶  
Adopted/Ratified: March 11, 1998¶  
Amended: May 13, 2009; September 22, 2020; February 17, 2021¶

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

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

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The AUDEO administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and procedures are available upon request at the Executive Director's office.

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

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

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent, guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

## **Procedures**

### **A. Grounds for Suspension and Expulsion of Students**

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

### **B. Enumerated Offenses**

1. Discretionary Suspension Offenses: Students may be suspended for any of the following acts when it is determined the pupil:

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

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a) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

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a) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

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a) Committed or attempted to commit robbery or extortion.

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a) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

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a) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

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a) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

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a) Committed an obscene act or engaged in habitual profanity or vulgarity.

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a) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

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a) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall only apply to students in any of grades 9-12, inclusive.

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a) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

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a) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

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a) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

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a) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

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a) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or

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body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

- a) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- a) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- a) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- a) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- a) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 

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  - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
  - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
  - i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 

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    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 

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    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 

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  - iii. An act of cyber sexual bullying.
 

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    - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 

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- (b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- a) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- a) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Coordinator or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4
3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

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- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section,

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"terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

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- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

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- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

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- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

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- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

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- ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

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- iii. Causing a reasonable student to experience substantial interference with their academic performance.
 

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- iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 

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

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  - i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
 

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    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 

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    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 

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    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
 

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    - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 

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    - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
- v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
- a) Brandished a knife at another person.
- a) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- a) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

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

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

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- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

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### C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

#### 1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or designee with the student and his or her parent/guardian and, whenever practical, the teacher, supervisor or AUDEO employee who referred the student to the Executive Director or designee.

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

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

#### 2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student. In addition, the notice may also state the date and time when the student may return to school. If AUDEO officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

#### 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5)

consecutive school days per suspension. Upon a recommendation of expulsion by the Executive Director or designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

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

#### 4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

### **D. Authority to Expel**

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

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the pupil or a member of the Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

### **E. Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the pupil has committed an expellable offense and recommends the student for expulsion.

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

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

- 1. The date and place of the expulsion hearing.
- 2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
- 3. A copy of AUDEO's disciplinary rules which relate to the alleged violation;
- 4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at AUDEO to any other school district or school to which the student seeks enrollment.
- 5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
- 6. The right to inspect and obtain copies of all documents to be used at the hearing.
- 7. The opportunity to confront and question all witnesses who testify at the hearing.
- 8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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**F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

AUDEO may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by AUDEO or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- 1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- 2. AUDEO must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- 3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- 4. The entity conducting the expulsion hearing may also arrange the seating within the hearing

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room to facilitate a less intimidating environment for the complaining witness.

5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, AUDEO must present evidence that the witness' presence is both desired by the witness and will be helpful to AUDEO. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

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## G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

## **H. Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

## **I. Expulsion Decision**

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to his/her educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

## **J. Written Notice to Expel**

The Executive Director or designee, following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: a) Notice of the specific offense committed by the student; and b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with AUDEO.



The Executive Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: a) The student's name; and b) The specific expellable offense committed by the student.

#### **K. Disciplinary Records**

AUDEO shall maintain records of all student suspensions and expulsions at AUDEO. Such records shall be made available to the authorizer upon request.

#### **L. No Right to Appeal**

The pupil shall have no right of appeal from expulsion from AUDEO as the Board of Directors' decision to expel shall be final.

#### **M. Expelled Pupils/Alternative Education**

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. AUDEO shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

#### **N. Rehabilitation Plans**

Students who are expelled from AUDEO shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to AUDEO for readmission.

#### **O. Readmission or Admission of Previously Expelled Student**

The decision to readmit a pupil after the end of the student's expulsion term or to admit a previously expelled pupil from another school district or AUDEO who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Executive Director's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon AUDEO's capacity at the time the student seeks readmission or admission to the Charter School.

#### **P. Notice to Teachers**

The Charter School shall notify teachers of each student who has engaged in or is reasonably

suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

**R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities**

1. Notification of SELPA

AUDEO shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that AUDEO or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, AUDEO, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If AUDEO, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If AUDEO, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the AUDEO had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

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- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and AUDEO agree to a change of placement as part of the modification of the behavioral intervention plan.

If AUDEO, the parent/guardian, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then AUDEO may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

#### 4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or AUDEO believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or AUDEO, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and AUDEO agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

#### 5. Special Circumstances

AUDEO personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether

the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

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#### 6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 team.

#### 7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated AUDEO's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if AUDEO had knowledge that the student was disabled before the behavior occurred.

AUDEO shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to AUDEO supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other AUDEO personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other AUDEO supervisory personnel.

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If AUDEO knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If AUDEO had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. AUDEO shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by AUDEO pending the results of the evaluation.

AUDEO shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

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**Dress Code**

In order to establish and maintain a safe and productive environment, students are expected to wear appropriate clothing and footwear to Resource Centers and to field trips/school-sponsored events. Parents/guardians will be notified and students will be asked to change or sent home if they are found to be in violation of the dress code.

Dress code violations include the following:

- Pants sagging below the waist
- Swimsuits or sleepwear, including bedroom slippers
- Shorts/skirts/dresses that are above mid-thigh
- Tube tops, backless shirts, see-through garments, shirts that show the midriff, muscle tank tops, and clothing that would be considered revealing and/or a distraction to the learning environment
- Visible undergarments (including boxer shorts, bras, etc.)
- Clothing that promotes alcohol, drugs, tobacco, or other controlled substances
- Clothing that uses suggestive/vulgar/profane language and/or images
- Head coverings such as, hats, bandanas, beanies, or do-rags (note: headwear worn for religious purposes is permitted)

**Cell Phones, Smartphones, Pagers & Other Electronic Signaling Devices Policy**

The Board of Directors recognizes the potential for cell phones, smartphones, pagers, and electronic signaling devices (hereinafter collectively referred to as "private devices") to disrupt the learning environment of Audeo Valley Charter School ("Charter School"), and adopts this Policy to permit students to possess, but not use private devices while on site or at the resource center, at school-sponsored activities, or under the supervision of Charter School employees, except as otherwise provided in this Policy. Students who possess any private devices must always keep them turned off and out of view while on school grounds or at school-sponsored activities and functions. Charter School teachers, administrators, and staff will confiscate any private devices used by a student in violation of this Policy.

All students are required to adhere to the following guidelines regarding private devices:

Private devices may be used:

- Off school site before or after school.
- Before or after any Charter School sponsored activity occurring before or after the school's instructional day.
- In the case of an emergency, or in response to a perceived threat of danger.
- When a teacher or administrator of the Charter School grants permission to a student to possess or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.
- When a licensed physician and surgeon determines that the possession or use of a private device is necessary for the health or well-being of the student.

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Board Policy #: 3430¶  
Adopted: February 17, 2021

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- When the possession or use of a private device is required in a student's individualized education program ("IEP").

Private devices shall be turned off and shall not be used:

- While at the resource center, including workshops, seminars, tutoring and any other school activity, which takes place during the scheduled instructional day on or off site.
- During events sponsored by the Charter School.
- On field trips or excursions sponsored by the Charter School.

Possession of private devices is a privilege, which may be forfeited by any student who fails to abide by the terms of this Policy. All Charter School employees shall remove any private device from the possession of a student found to be violating this Policy. If a private device is heard ringing, beeping, or buzzing from inside a jacket, purse, backpack, or other similar article, whether within the immediate presence of the student or not, a Charter School employee may remove the private device and confiscate the private device. Parents/guardians will be contacted to pick up any confiscated private devices at the end of the instructional time at the resource center or at the conclusion of a Charter School sponsored activity.

In addition to this Policy, all other applicable Charter School student discipline policies and rules shall apply to any student who fails to comply with the requirements of this Policy.

Students who possess any private device(s) shall assume sole responsibility for the maintenance and care of any such private device(s) in accordance with this Policy. At no time shall the Charter School be responsible for preventing theft, loss or damage to any private devices brought onto campus or at Charter School sponsored activities.

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A complete copy of the Cell Phone/Electronics Policy is available for review on the school website.

### ***Lost or Damaged School Property***

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

### ***Parents' Responsibilities***

- Ensure that students get to their scheduled appointment on time. If this is not possible, contact the teacher to arrange an alternate time.
- Hold high expectations for your student, regularly monitor his or her daily work.

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**Deleted:** The Governing Board of Student Success Programs hereby adopts this Cell Phones, Smartphones, Pagers & Other Electronic Signaling Devices Policy to apply to Audeo Charter School and The Charter School of San Diego, hereafter collectively referred to as ("Charter School"). The Board of Directors recognizes the potential for cell phones, smartphones, pagers, and electronic signaling devices (hereinafter collectively referred to as "private devices") to disrupt the learning environment of the Charter School, and adopts this Policy to permit students to possess, but not use private devices while on site or at the resource center, at school-sponsored activities, or under the supervision of Charter School employees, except as otherwise provided in this Policy. Students who possess any private devices must always keep them turned off and out of view while on school grounds or at school-sponsored activities and functions. Charter School teachers, administrators, and staff will confiscate any private devices used by a student in violation of this Policy. ¶

¶ All students are required to adhere to the following guidelines regarding private devices:¶

¶ Private devices may be used:¶  
 Off school site before or after school.¶  
 Before or after any Charter School sponsored activity occurring before or after the school's instructional day. ¶  
 In the case of an emergency, or in response to a perceived threat of danger. ¶

When a teacher or administrator of the Charter School grants permission to a student to possess or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.¶

When a licensed physician and surgeon determines that the possession or use of a private device is necessary for the health or well-being of the student. ¶

When the possession or use of a private device is required in a student's individualized education program ("IEP").¶

¶ Private devices shall be turned off and shall not be used:¶  
 While at the resource center, including workshops, seminars, tutoring and any other school activity, which takes place during the scheduled instructional day on or off site.¶

During events sponsored by the Charter School. ¶  
 On field trips or excursions sponsored by the Charter School. ¶

¶ Possession of private devices is a privilege, which may be forfeited by any student who fails to abide by the terms of this Policy. All Charter School employees shall remove any private device from the possession of a student found to be violating this Policy. If a private device is heard ringing, beeping, or buzzing from inside a jacket, purse, backpack, or other similar article, whether within the immediate presence of the student or not, a Charter School employee ...

- Support school rules and the independent study definition of attendance—students complete school work rather than spending time in the Resource Center.
- Establish a schedule with the student and provide a space for study time at home.
- Arrange for student to attend appropriate field trips and supplemental tutoring sessions.
- Meet with staff when requested, particularly during master agreement signing conferences.
- Participate in decisions related to the education of your student.
- Ensure that students are clothed properly for school and school events.

**Parents’ Role in Discipline and Behavior**

Parents are expected to cooperate with Charter School staff in maintaining and encouraging proper standards of behavior for their children. The following points may prove helpful:

- Instill in your child a sense of responsibility for what he/she says and does.
- Help your child to solve conflicts in a peaceful manner.
- Review your own attitude about discipline and behavior.
- Make sure you communicate with the school to learn necessary facts and expected behavior.
- As a role model for your child, show respect for learning and the necessity for completing an education.

**Emergency Procedures and School Safety Plan**

Audeo Valley Resource Centers have plans and preparations for major emergency situations. We believe that the reactions of people in emergencies depend largely upon their training. Our staff has been trained, and drills are held regularly to make certain that the students understand emergency procedures.

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Please assure students that they are as safe at school as they are at home in a serious emergency. The safety and welfare of the students is our primary concern in the event of an emergency. Your child should be instructed to obey the directions of their teachers in general and especially in emergency situation.

Audeo Valley defines a crisis as any incident that disrupts the educational program and/or affects the emotional stability of students or staff. In the event of a crisis, such as a natural disaster, we ask the following:

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- Please do not telephone the school. Telephone lines will be needed for emergency communications.
- Please do not drive to the Resource Center if possible. Streets should be as open as possible for emergency vehicles.
- Listen to your local radio station and news for information and advice.

In conjunction with the National Association for Search and Rescue, we urge every family to make home emergency plans and preparations.

If you have questions about our emergency preparedness program, please contact your teacher. A complete copy of the Audeo Valley Comprehensive School Safety Plan is available on the school website and at each Resource Center.

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**School Bus and Passenger Safety**

All students who are transported in a school bus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety as outlined in the Transportation Safety

Plan

Transportation Safety Plan

Because Audeo Valley Charter School, (“CHARTER SCHOOL” or the “Charter School”) provides transportation to CHARTER SCHOOL activity, the Board of Directors (“Board”) approved the following transportation safety plan, which contains procedures for Charter School personnel to follow to ensure the safe transportation of students. A copy of this Plan will be kept at each CHARTER SCHOOL and will be made available upon request to an officer of the Department of the California Highway Patrol. Students shall be informed that any violation of Charter School policies and procedures, including violation of safety procedures on a school bus or school activity bus, could result in discipline pursuant to the CHARTER SCHOOL discipline policy.

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Definitions

- “School bus” is any motor vehicle designed, used, or maintained for the transportation of a Charter School student at or below the grade 12 level to or from Charter School Resource Center or to and from Charter School activities. “School bus” does not include a passenger vehicle designed for and when actually carrying not more than 10 persons, including the driver, except any vehicle or truck transporting two or more students who use wheelchairs.

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“School activity bus” is any motor vehicle, other than the school bus, operated by a common carrier, or by and under the exclusive jurisdiction of a publicly owned or operated transit system, or by a passenger charter-party carrier, used under a contractual agreement between Charter School and carrier to transport Charter School students at or below the grade 12 level to or from a Charter School activity, or used to transport students from residential schools, when the students are received and discharged at off-highway locations where a parent or adult designated by the parent is present to accept the student or place the student on the bus.

- “Private passenger vehicle” is any other privately owned or leased vehicle not included in the definitions above, designed for and when not carrying more than 10 persons, and operated by a parent/guardian or staff driver to transport student to and from a Charter School activity.

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Determining Whether a Student Requires an Escort

If the Resource Center or school activity destination is located on the opposite side of the street of the actual bus stop, then Charter School and California Vehicle Code section 22112(d) require the student to be physically escorted by the bus driver across that street and under the bus drivers’ direction and supervision. The bus driver will be required to activate the school bus red flashing crossover lights and if so equipped, the stop arm, and physically get out of the bus to assist the students safely across the street. Charter School requires ALL students who cross the street, be physically escorted by the bus driver with crossover lights and signs being activated.

Procedures for Kindergarten through Eighth Grade Students Regarding Boarding and Exiting the Bus

CHARTER SCHOOL has created the following procedures to govern the safe entry and exit of kindergarten through eighth grade students to and from the school bus. Charter School is not



required to use the services of an onboard school bus monitor in addition to the driver to ensure these procedures are followed.

Boarding:

- 1. Students shall board or exit the school bus ONLY at their assigned bus stop or school activity destination.
- 2. Students shall board in an orderly manner and utilize the handrails for their safety while loading and unloading.
- 3. Students are to find their seat as quickly as possible and sit down facing the front of the bus.
- 4. Students are to remain seated at all times while the bus is in motion.
- 5. Students are to maintain a noise level which will allow the bus driver to hear approaching traffic.
- 6. Students are to follow the directions of the bus driver while they are aboard the bus.
- 7. Students are responsible to follow all rules and regulations.

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Exiting:

- 1. Students shall stay seated until the bus comes to a complete stop.
- 2. Once the driver has stopped the bus completely and opened the door, students are to unload seat by seat starting with the front of the bus and continuing seat by seat until the bus is empty.
- 3. Students remaining on the bus are to remain seated until the bus stops at their assigned bus stop or school activity destination.
- 4. Students will unload in an orderly manner using the handrails.
- 5. Students shall exit the bus only at their assigned bus stop or school activity destination. Exceptions will only be allowed when the student presents the bus driver with a note signed by the student's parent and endorsed by the Executive Director.
- 6. Students are to move away from the bus as they unload. Students shall not get underneath the bus to retrieve a book, paper or some other article. The student should always tell the bus driver and have the bus driver get the article for them.
- 7. Students should always use crosswalks and controlled intersections when available and should not cross in the middle of the block.
- 8. Students must avoid trespassing on other people's property, stay on sidewalks when possible.

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Procedures for All Students to Follow as They Board or Exit a School Bus at CHARTER SCHOOL Resource Center or Other School Activity Location

CHARTER SCHOOL has created the following procedures to govern the safe entry and exit of all students at Charter School Resource Center or other school activity location.

Boarding Buses at Resource Center or School Activity Location:

- 1. The school bus driver may not activate the flashing amber warning light system, the flashing red light signal system, and stop signal arm at any school.
- 2. The driver will monitor the students' entry onto the bus to ensure an orderly and safe entry for all students.

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3. The group of students, along with the teacher(s) and any other adult personnel attending a school activity, shall assemble in an area away from the school bus to wait. When the students are ready to load, the Charter School staff shall inform the driver, and the driver will begin the boarding process.
4. Upon completion of the boarding process, the driver will proceed with the bus evacuation and safety presentation, described below. This shall include an explanation and demonstration of all emergency exits, first aid kits, fire extinguishers, etc.
5. Upon completion of the presentation, the driver shall have the Charter School teacher or head chaperone sign a trip sheet, acknowledging the presentation has been given. The driver will then depart when safe to do so.

#### Exiting Buses at School Site or School Activity Location:

1. Upon arrival at Charter School Resource Center, the driver shall take the bus to the designated student drop off area.
2. Upon reaching the designated area, the driver will park the bus and open the door when it is clear and safe to do so. The flashing red signal lights will not be activated.
3. Upon arrival at the school or school activity destination, the driver will select an area where the bus can be lawfully parked and the boarding/exiting of students can be reasonably controlled.
  - a. The driver will confer with the Charter School teacher/head chaperone regarding the time and location where the group will assemble to reload the bus.
  - b. When it is clear and safe to do so, the driver will have the students disembark the bus. The flashing red signal lights will not be activated.
  - c. When the Charter School teacher/head chaperone has confirmed all students are accounted for, the group may proceed to the trip.
4. Students exiting the bus at either Charter School Resource Center or a school activity location should do so in an orderly, respectful, and appropriate manner, following all instructions from Charter School staff and the bus driver.

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#### Procedures for School Staff to Ensure a Student is Not Left Unattended on a School Bus or School Activity Bus

CHARTER SCHOOL staff members should always be involved and active in the supervision of the loading and unloading of students at Charter School Resource Center and on activity trips to ensure no student is left unattended on the school bus or school activity bus.

To do this, CHARTER SCHOOL staff shall adhere to the following procedures:

1. Before leaving the Resource Center for a school activity, the Charter School teacher/head chaperone for the trip shall ensure they have a copy of the class roster with all student names.
2. Once the bus reaches the destination, a Charter School teacher/head chaperone shall be the first person off the bus and will note each student who exits the bus by comparing the exiting students against the class roster.
3. A Charter School staff member/chaperone shall be the last person to exit the bus at each stop to ensure no students are on left board. Before exiting the bus, the staff member/chaperone will walk up the aisle, checking each seat and area on the floor by each seat to ensure no students are present.

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- 4. Once all students and staff/chaperones have exited the bus, but before leaving for the designated activity, the Charter School teacher/head chaperone will conduct another roll call by calling out each student’s name and waiting for verbal and visual confirmation from the student of being present.
- 5. The Charter School teacher/head chaperone will discuss with the bus driver a way to contact each other in the event it is later discovered a student is still on the bus.

**Procedures and Standards for Designating an Adult Chaperone, Other than the Bus Driver, to Accompany Students on a School Activity Bus**

CHARTER SCHOOL shall follow its applicable policies and procedures, including its visitor and volunteer policy, for designating an adult chaperone other than the school bus driver to accompany students on a bus or a school activity bus. All appropriate background checks will be conducted on any chaperone prior to the chaperone’s attending a school trip or school activity bus.

**Instruction in School Bus or School Activity Bus Emergency Procedure and Passenger Safety**

CHARTER SCHOOL shall ensure that all students who are transported in a school bus or school activity bus receive instruction in school bus emergency procedures and passenger safety.

**Instruction for Students who were not Previously Transported in a School Bus**

Upon registration, the parents/guardians of students who were not previously transported in a school bus or school activity bus and who are in kindergarten through grade 6, inclusive, shall be provided with written information on school bus safety. This information shall include, but not be limited to, the following:

- 1. A list of school bus stops near the student’s home.
- 2. General rules of conduct at school bus loading zones, such as:
  - a. While waiting for the school bus to arrive, students must stand single file in an orderly and well-behaved line.
  - b. Students are not to play in or be in the street or private property.
  - c. Students shall be on the proper side of the street before the bus arrives at the bus stop.
  - d. Students should arrive at their bus stop five minutes prior to the scheduled leaving time.
  - e. If the student is late and needs to cross the street that the bus is stopped on, the student must wait for the bus driver to escort the student across the street.
  - f. Students should not approach the bus until it comes to a complete stop at the stop;
  - g. Students should board and exit the bus in an orderly fashion, with no pushing or shoving.
  - h. Students should understand the bus driver is in charge at all times, and students should follow the bus driver’s directions.
  - i. The driver will immediately activate the red flashing crossover lights and stop arm if so equipped.
  - j. Animals, birds, reptiles, fish, insects, breakable containers, weapons, or any object or substance that could be hazardous will not be transported on the bus.
- 3. Red light crossing instructions, consistent with this Plan.

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- 4. School bus danger zone(s).
- 5. Walking to and from school bus stops.

**Instruction for all Students Prior to Departure on School Trip**

Finally, prior to departure on a school activity trip, CHARTER SCHOOL shall provide safety instruction to all students riding in a school bus or school activity bus. This instruction shall include, but not be limited, to the following:

- 1. Location of emergency exits; and
- 2. Use of emergency equipment.
  - a. Instruction may also include responsibilities of passengers seated next to an emergency exit.
- 3. Instruction on how to use the passenger restraint systems, including but not limited to the following:
  - a. Proper fastening and release of the passenger restraint system;
  - b. Acceptable placement of passenger restraint systems on students;
  - c. Times when the passenger restraint systems should be fastened and released; and
  - d. Acceptable placement of the passenger restraint systems when not in use.

**Operation of School Bus or School Activity Bus when Visibility Reduced to 200 Feet or Less**

Pursuant to Vehicle Code section 34501.6, CHARTER SCHOOL is required to adopt procedures that limit the operation of school buses and school activity buses when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home to school transportation service. Bus drivers of school activity buses shall have the authority to discontinue school activity bus operation if the driver determines that it is unsafe to continue operation because of reduced visibility.

For purposes of this Plan, the procedures for school bus drivers shall be as follows:

- 1. The school bus driver will notify the Executive Director that atmospheric conditions have reduced visibility to 200 feet or less.
- 2. The Executive Director may consult with legal counsel as needed.
- 3. The Executive Director may direct that school bus activity will be suspended or delayed for a minimum of one (1) hour through an indefinite suspension or delay if required by the conditions. The length of time for the suspension or delay of school bus services shall be at the discretion of the Executive Director.

**School Employees and Parent/Guardian as Chaperones and Drivers (Private Passenger Vehicles)**

As field trips and excursions are an integral part of the Charter School learning experience, parents are encouraged to participate in an assisting role with students. The Executive Director or the coordinating teacher will provide parents and guardians with specific supervisory guidelines prior to any Charter School group trip involving students. Topics to be included are safety regulations, emergency responses, and responsibilities of the parent volunteers and language or behavior requirements of all attendees.

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A participating parent or guardian may be assigned to a specific group of students to supervise and will be responsible for these students at all times during the field trip or excursion. Under no circumstances will a parent or guardian consume alcohol or use controlled substances (except for medications taken under a physician’s orders) during a field trip or excursion. The parent or guardian will notify the coordinating teacher, in advance of the field trip or excursion, should he/she be under a physician’s orders and using medications.

Parent/guardian or staff may transport students in their private vehicles for field trips. Parents may decline permission for their child to be transported by a staff member/other parent or guardian in a private passenger vehicle, in which case that student will be responsible for his/her own transportation.

All adults taking out-of-state field trips or excursions (including athletics meets and games), and all parents or guardians of pupils taking out-of-state field trips or excursions (including athletics meets and games) are required to sign a statement waiving all claims against Charter School, its employees, and the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion (including athletics meets and games).

At all times during the field trip or excursion, employee and volunteer drivers will use the safest mode of transportation and the safest and most direct routes of travel. If travel is not by bus, the legal occupancy limit of ten (10) occupants (including the driver) must not be exceeded, all speed notices must be strictly adhered to and students are to be seated with individual seatbelts at all times.

CHARTER SCHOOL shall take reasonable precautions to ensure that all employees and volunteers who transport students are responsible and capable operators of the vehicles to be used and ensure compliance with Driver Requirements as follows:

Employee or volunteer drivers who offer to provide transportation for a field trip or excursion (including athletics meets and games) must provide a copy of the following:

- 1. Proof of liability insurance for their vehicle with a minimum of \$100K/\$300K coverage.
- 2. A copy of their Driver’s License and Vehicle Registration.
- 3. A written statement acknowledging that their insurance carrier is the primary agent responsible for insurance during the field trip or excursion.
- 4. A criminal background check conducted by the California Department of Justice (“DOJ”). Employees or volunteers whose DOJ report reveals a Driving Under the Influence conviction shall not be permitted to transport students or operate any vehicle on Charter School business for ten (10) years from the date of the conviction. Any employee or volunteer convicted of a felony shall not be permitted to transport Charter School students on Charter School business.
- 5. A Department of Motor Vehicles record. Employees or volunteers with driving records with two (2) points or more shall not be permitted to transport students or operate any vehicle for Charter School field trips and excursions.

Each of these items will be provided to the Executive Director or coordinating teacher prior to driving on a field trip or excursion.

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Under no circumstances shall students transport other students.

For the employee’s/volunteer’s safety and that of all the students in his/her car, the following rules apply:

- 1. All Charter School rules apply to students in the car. Employee/volunteer drivers are free to appropriately manage student behavior as necessary to maintain safety.
- 2. All California driving laws must be followed including child restraint laws: no texting or distracted driving, hands-free phone use only.
- 3. No movies may be shown in vehicles.
- 4. No side trips allowed, including gasoline stops. Please be sure to have enough gas before leaving on the trip.
- 5. Maps and directions from the teacher/coach should be reviewed prior to leaving.
- 6. No purchases for students should be made on the field trip/excursion including food or treats for students in the car.
- 7. Call the Charter School office immediately if there is a problem.

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**Non-Discrimination Statement**

Audeo Valley is committed to equal opportunity for all individuals in education. Audeo Valley shall promote programs which ensure that discriminatory practices are eliminated in all school activities.

Audeo Valley does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

Audeo Valley adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA").

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

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

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

The Charter School is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination in Employment Act of 1967; The Age Discrimination Act of 1975; the IDEA; and Section 504 and Title II of the ADA (mental or physical disability).

Audeo Valley also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

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Audeo Valley does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which Audeo Valley does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. Audeo Valley will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Audeo Valley Uniform Complaint Procedures ("UCP") Compliance Officer:

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Lynne H. Alipio  
Chief Business Officer and CFO  
(858) 678-2048  
10170 Huennekens Street  
San Diego, CA 92121

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

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

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

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Board Policy #: 3361¶  
Adopted/Ratified: February 22, 2018¶  
Amended Date: February 17, 2021

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As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-

bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as “misconduct prohibited by this Policy.”

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

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

#### **Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):**

Tim Tuter  
Executive Director  
858-678-2042  
[ttuter@altussschools.net](mailto:ttuter@altussschools.net)

#### **Definitions**

##### **Prohibited Unlawful Harassment**

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

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##### **Prohibited Unlawful Harassment under Title IX**

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. § 106.1 *et seq.*) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution’s admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal



rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by the Charter School.

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

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

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

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- Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

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

### Prohibited Bullying

**Bullying** is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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

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

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

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

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
  - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
  - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible

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impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

- c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- 3. An act of “Cyber sexual bullying” including, but not limited to:
  - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

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

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

**Bullying and Cyberbullying Prevention Procedures**

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

**1. Cyberbullying Prevention Procedures**

AUDEO advises students:

- a. To never share passwords, personal data, or private photos online.
- b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.

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- d. To consider how it would feel receiving such comments before making comments about others online.

AUDEO informs Charter School employees, students, and parents/guardians of AUDEO’s policies regarding the use of technology in and out of the classroom. AUDEO encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

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

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

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

AUDEO informs employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

3. Professional Development

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

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

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

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- Decreased self-esteem

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

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

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AUDEO encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for AUDEO's students.

## **Grievance Procedures**

### **1. Scope of Grievance Procedures**

AUDEO will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

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

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

### **2. Reporting**

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

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

Tim Tuter  
Executive Director  
858-678-2042

[ttuter@altussschools.net](mailto:ttuter@altussschools.net)

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

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

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

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

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

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

### **3. Supportive Measures**

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

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to

AUDEO's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or AUDEO's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. AUDEO will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of AUDEO to provide the supportive measures.

#### 4. Investigation and Response

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

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

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

- Notice of the Allegations

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

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- Emergency Removal

- AUDEO may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with AUDEO's policies.
- AUDEO may remove a respondent from AUDEO education program or activity on an emergency basis, in accordance with AUDEO's policies, provided that AUDEO

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undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

- This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.

- Informal Resolution

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

- Investigation Process

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

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parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.

- The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
  - If the investigation reveals that the alleged harassment did not occur in AUDEO's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable AUDEO policy.
  - AUDEO may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at AUDEO; or
    - The specific circumstances prevent AUDEO from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
  - If a formal complaint of sexual harassment or any of the claims therein are dismissed, AUDEO will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - AUDEO will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
    - The findings of facts supporting the determination;
    - The conclusions about the application of AUDEO's code of conduct to the facts;
    - The decision and rationale for each allegation;
    - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
    - The procedures and permissible bases for appeals.

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## 5. Consequences

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

## 6. Right of Appeal

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

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

- The complainant and the respondent shall have the same appeal rights and AUDEO will implement appeal procedures equally for both parties.
- AUDEO will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

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## 7. Recordkeeping

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

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

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

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## ***Educational Equity and Immigration Status Policy***

Audeo Valley Charter School ("**Charter School**") recognizes and honors the attainment of education for the betterment of the individual and the community, and is committed to fostering a positive school environment in which students, educators, and staff feel safe, welcomed, supported, and connected.

Charter School will provide a safe, secure, and peaceful learning environment for all students and staff. Charter School defines sensitive or safe locations to include its schools, official activities of its schools, including those occurring in public places and adjacent areas, and all of Charter School property, included but not limited to, facilities owned, controlled by, or leased by Charter School. Where outside contractors or service providers (particularly school resource officers) are regularly present at sensitive or safe locations or have access to student information, Charter School shall seek commitments from those parties not to facilitate immigration enforcement at any of the Charter School's sensitive or safe locations unless required by law.

Information about children's rights to a free education regardless of immigration status or religious beliefs and the Attorney General's *Know Your Rights* handout will be provided to students and parents upon enrollment to Charter School.

**Deleted: (Full Board Policy)¶**  
Board Policy #: 1956¶  
Adopted: February 17, 2021

**Deleted:** The Board of Directors of Student Success Programs hereby adopts this Educational Equity and Immigration Status Policy to apply to Audeo Charter School and The Charter School of San Diego, hereafter collectively referred to as ("Charter School"). The

All notices provided to parents pursuant to AB 699 shall be language-accessible in compliance with state and federal laws. Enrollment, registration, and uniform complaint procedures information provided on the Charter School website shall be language-accessible in compliance with state and federal laws.

### **Responding to Hate Crimes and Bullying**

Charter School has adopted and publicized a *Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy* and provides annual notice of same to families. The Policy expressly prohibits discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics set forth in Section 422.55 of the Penal Code, including immigration status, and Section 220 of AB 699, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration or citizenship status, religion, religious affiliation, creed, color, citizenship, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, pregnancy, childbirth or related medical conditions, association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation. The Policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means. In accordance with the *Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy* and its *Uniform Complaint Policy and Procedures*, Charter School will promptly and thoroughly investigate any complaint of unlawful harassment, discrimination, intimidation, or bullying that constitute a hate crime or are otherwise based on actual or perceived characteristics listed above, and take appropriate corrective action, if warranted.

Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other. Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived religion, immigration status, or citizenship) and about the negative impact of bullying other students based on these protected characteristics.

Charter School shall train teachers, staff, and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above.

Charter School shall inform students who are victims of hate crimes of their right to report such crimes.

Complete copies of the *Uniform Complaint Policy and Procedures* and the *Title IX, Harassment, Discrimination, Intimidation, and Bullying Policy* are available for review at the administration office.

### **Gathering and Managing Student and Family Information**

School has adopted an *Educational Records and Student Information Policy* to apply to all educational records and student information maintained by Charter School and provides annual notice of same to all families. Appropriate personnel shall receive training regarding those policies and procedures.

Additionally, Charter School shall observe the following:

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- Except as required by state or federal law or as required to administer a state or federally supported education program, Charter School officials and employees will not collect information or documents regarding citizenship or immigration status of pupils or their family members.
- If Charter School possesses information that could indicate immigration status, citizenship status, or national origin information, Charter School will not use the acquired information to discriminate against any student or families or bar children from enrolling in or attending school.
- If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status, or national origin, Charter School will not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.
- Charter School will not allow school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.
- Charter School will not inquire specifically about a student's citizenship or immigration status or the citizenship or immigration status of a student's parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student's immigration status, such as a green card, voter registration, a passport, or citizenship papers.

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#### *Admissions and Enrollment*

As a charter school, Charter School is open to all students who wish to attend, regardless of residency. Notwithstanding this and where permitted by law, Charter School shall accept alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status, citizenship status, or national origin, and that do not reveal information related to citizenship or immigration status.

Charter School will accept the following list of documents as reasonable evidence of residency:

- Property tax payment receipts
- Rental property contract, lease, or payment receipts
- Utility service contract, statements, or payment receipts
- Pay stubs
- Voter registration
- Correspondence from a government agency
- Declaration of residency executed by the parent or legal guardian of the student
- Note: documents, information, or proof relating to citizenship or immigration status of students will never be requested for the enrollment process.

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However, please note: (1) that parents and guardians are not required to provide each and every document listed and that (2) in accordance with the McKinney-Vento Homeless Assistance Act, Charter School will immediately enroll a homeless child or youth even if he or she is unable to provide proof of residency or age or other documentation normally required for enrollment.

Charter School will accept the following list of documents as reasonable evidence of age:

- Certified copy of birth record
- Statement by the local registrar or county recorder certifying date of birth
- Baptism certificate
- Passport
- When none of the foregoing is obtainable, an affidavit of the parent, guardian, or custodian, or any other appropriate means of proving the child's age.

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Documents, information, or proof relating to citizenship or immigration status of students will never be requested for the enrollment process. Where any law requires submission of national origin related information to satisfy the requirements of a special program, Charter School personnel will solicit that documentation or information separately from the enrollment process.

***Social Security Information:***

Charter School will not collect entire social security numbers or cards or a statement that the parent or guardian does not possess a Social Security number for the purposes of enrollment, and failure to provide this information will not bar a student from enrolling or attending Charter School. However, the last four digits of an adult household member's Social Security number may be solicited and/or collected if required to establish eligibility for federal benefit programs such as free or reduced-price meals. This Social Security information will only be collected for the limited purpose of establishing eligibility for federal benefit programs and will not affect student enrollment. If no adult household member has a Social Security number, the student still can qualify for free or reduced-price meals, if the family meets the income eligibility requirements.

**Sharing Student and Family Information**

Charter School will avoid the disclosure of information that might indicate a student's or family's citizenship or immigration status if the disclosure is not authorized by the Family Educational Rights and Privacy Act (FERPA). Charter School requires written parental or guardian consent for release of student information unless the information is relevant for a legitimate education interest or includes directory information only.

Neither exception permits disclosing information to immigration authorities for immigration-enforcement purposes; no student information shall be disclosed to immigration authorities for immigration-enforcement purposes without a court order or judicial subpoena. A copy of the complete *Education Records and Student Information Policy* is available for review in the administration office.

Charter School's request for written parental or guardian consent for release of student information must include:

- (a) The signature and date of the parent, guardian, or eligible student providing consent;
- (b) A description of the records to be disclosed;
- (c) The reason for the release of information;
- (d) The parties or class of parties receiving the information; and
- (e) If requested by the parents, guardians, or eligible student, a copy of the records to be released.

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The parent, guardian, or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information

that this not otherwise subject to release, Charter School shall not release the information. Charter School will permanently keep the consent notice with the record file.

Charter School personnel shall take the following steps upon receiving an information request related to a student's or family's immigration or citizenship status:

- (a) Notify a designated Charter School official about the information request.
- (b) Provide students and families with appropriate notice and a description of the immigration officer's request.
- (c) Document any verbal or written request for information by immigration authorities.
- (d) Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

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Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order. Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on the local educational agency prohibits disclosure, Charter School shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

#### **Responding to Immigration Enforcement on Campus**

No visitor – which include immigration-enforcement officers – shall enter or remain on school grounds of the Charter School during school hours without having registered with the principal or designee. If there are no exigent circumstances necessitating immediate action, and if the immigration officer does not possess a judicial warrant or court order that provides a basis for the visit, the officer must provide the following information to the principal or designee:

1. Name, address, and occupation;
2. Age, if less than 21;
3. Purpose of entering school grounds;
4. Proof of identity; and
5. Any other information as required by law

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Charter School requires that any visitor, including immigration enforcement officers, must not interrupt students and faculty during class time for immigration enforcement or other purposes, and must instead wait until a designated break period prior to or following a class period to carry out their judicial warrant or court order. A complete copy of the Charter School *Visitor and Volunteer Policy* is available for review in the administration office.

Charter School has posted signs at the entrance of its school grounds to notify outsiders of the hours and requirements for registration.

#### ***Procedures for Responding to On-Campus Immigration Enforcement***

As early as possible, Charter School personnel will notify the Superintendent or designated administrator of any request by an immigration-enforcement officer for student access or access to school grounds for purposes related to immigration enforcement, or any requests for review of school documents (including for the services of lawful subpoenas, petitions, complaints, warrants, etc.

In addition, Charter School personnel will take the following steps in response to an officer present on the school campus specifically for immigration-enforcement purposes:

1. Advise the offer that before proceeding with his or her request, and absent exigent circumstances, school personnel must first receive notification and direction from the Executive Director.
2. Ask to see, and make a copy of or note, the officer's credentials (name and badge number). Also ask for and copy or note the phone number of the officer's supervisor.
3. Ask the officer his/her reason for being on school grounds and document it.
4. Ask the officer to product an documentation that authorizes school access.
5. Make a copy of all documents provided by the officer. Retain one copy of the documents for the school records.
6. If officer declares that exigent circumstances exist and demands immediate access to the campus, Charter School personnel should comply with the officer's orders and immediately contact the Executive Director.
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation. If the immigration-enforcement officer has:
  - a. An ICE warrant, Charter School personnel shall inform the agent that he or she cannot consent to nay request without first consulting with the Charter School s counsel or other designated agency official
  - b. A federal judicial warrant, such as a search-and-seizure warrant or an arrest warrant; prompt compliance is usually legally required. If feasible, consult with the Charter School's legal counsel or designated administrator before providing the agent access to the person or materials specified in the warrant
  - c. Subpoena for production of documents or other evidence
    - i. Immediate compliance is not required. Therefore, Charter School personnel shall inform the Charter School's legal counsel or other designated official of the subpoena, and await further instructions on how to proceed
8. While Charter School personnel should not consent to access by an immigration-enforcement officer, except as described below, he/she should not attempt to physically impede the officer, even if the officer appears to be exceeding authorization given under a warrant or document. If an officer enters the premises without consent, Charter School personnel shall document his or her actions while on campus
9. After the encounter with the officer, the Charter School shall promptly take written notes of all interactions with the officer. The notes shall include the following items:
  - a. List or copy of the officer's credentials and contact information;

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- b. Identity of all school personnel who communicated with the officer;
  - c. Details of the officer's request;
  - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant/subpoena, and whether the warrant/subpoena was signed by a judge;
  - e. Charter School personnel's response to the officer's request;
  - f. Any further action taken by the agent; and
  - g. Photo or copy of any documents presented by the agent
10. Charter School personnel shall provide a copy of those note, and associated documents collected form the officer, to the Charter School's legal counsel or other designated agency official.
11. In turn, Charter School's legal counsel or other designated official] shall submit a timely report to the Charter School Board of Directors regarding the officer's requests and actions and Charter School's response(s).
12. E-mail the Charter School Board of Directors and Bureau of Children's Justice in the California Department of Justice, at [BCJ@doj.ca.gov](mailto:BCJ@doj.ca.gov), regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes

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Charter School personnel shall immediately notify the student's parents or guardians if a law-enforcement officer requests or gains access to a student for immigration-enforcement purposes, unless such access was in compliance with a judicial warrant or subpoena that restricts the disclosure of the information to the parent or guardian.

Charter School personnel shall receive consent from the student's parent or guardian before a student can be interviewed or searched by any officer seeking to enforce the civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge, or presents a valid, effective court order.

#### **Responding to the Detention or Deportation of a Student's Family Member**

Charter School shall encourage that families and students have and know their emergency phone numbers and know where to find important documentation, including birth certificates, passports, Social Security cards, doctors' contact information, medication lists, lists of allergies, etc., which will allow them to be prepared in the event that a family member is detained or deported.

Charter School shall permit students and families to update students' emergency contact information as needed throughout the school year, and provide alternative contacts if no parent or guardian is available. Charter School shall ensure that families may include the information of an identified trusted adult guardian as a secondary emergency contact in case a student's parent or guardian is detained. Charter School shall communicate to families that information provided within the

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emergency cards will only be used in response to specified emergency situations, and not for any other purpose.

In the event a student's parent/guardian has been detained or deported by federal immigration authorities, Charter School shall use the student's emergency card contact information and release the student to the person(s) designated as emergency contacts. Alternatively, Charter School shall release the student into the custody of any individual who presents a Caregiver's Authorization Affidavit on behalf of the student.

Charter School shall only contact Child Protective Services if the [local educational agency] personnel are unsuccessful in arranging for the timely care of the child through the emergency contact information that the school has, a Caregiver's Authorization Affidavit, or other information or instructions conveyed by the parent or guardian.

#### *Family Safety Plan*

To the extent possible, Charter School will facilitate a family's development of a *Family Safety Plan* to be stored at a location known by the student. Such a plans may identify a trusted adult who can care for the student if no parent or guardian can do so. Students should know that the trusted adult is the person who the student should contact if his or her parents and/or guardians are detained or deported, and how to reach the trusted adult.

#### *Additional Resources*

In the event that a student's family member is detailed, Charter School may refer the student and his or her family members to other resources, including, but not limited to:

- (1) ICE Detainee Locator
  - (<https://locator.ice.gov/odls/homePage.do>)
- (2) Legal Assistance
  - There are several legal aid organizations that may be able to provide legal assistance to secure the release of a student's detained parent, or to help arrange for the student to visit the parent
  - A list of California organizations accredited by Board of Immigration Appeals (BIA) to represent immigrants before the Department of Homeland Security (DHS) and Executive Office of Immigration Review (EOIR)
- (3) Consulate or Embassy.
  - The consulate or embassy of the parent's or guardian's country of origin may be able to offer additional information and assistance

Charter School will also ensure that the attorneys who they refer students to are licensed and in good standing with the State bar of California, by checking online at <http://www.calbar.ca.gov/Attorneys>

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### ***Student Freedom of Speech and Expression Policy***

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**Deleted:** Board Policy #3390 ¶  
Approved: February 9, 2011¶  
Amended: February 22, 2018; February 17, 2021¶

Audeo Valley Charter School ("Charter School") respects students' rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

Definitions

1. "Obscenity": when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.
2. "Defamation": Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.
3. "Discriminatory Material": material that demeans a person or group because of the person/group's disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation that has the purpose of humiliating, offending, or provoking a person/group.
4. "Harassment (including sexual harassment), Intimidation and/or Bullying": severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: (1) placing a reasonable student or students in fear of harm to that student's or those students' person or property, (2) causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health, (3) causing a reasonable student to experience a substantial interference with his or her academic performance, (4) causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
5. "Fighting Words": words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.
6. "Vulgarity and/or Profanity": the continual use of curse words by a student, even after warning.
7. "Violating Privacy": publicizing or distributing confidential or private material without permission.

**Deleted:** The Board of Directors of Student Success Programs, Inc. hereby adopts this Student Freedom of Speech/Expression Policy to apply to Audeo Charter School and The Charter School of San Diego, hereafter collectively referred to as "Charter School." ¶  
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*On-Resource Center Expression*

Student free speech rights include, but are not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. Student expression on the Charter School website and online media shall generally be afforded the same protections as print media within the Policy.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following: obscenity; defamation; discriminatory material; harassment (including sexual harassment), intimidation and/or bullying; fighting words; vulgarity and/or profanity; or violating privacy as defined above.

A. Distribution of Circulars, Un-Official Newspapers, and Other Printed Matter

Free inquiry and exchange of ideas are essential parts of a democratic education. Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the Executive Director or designee at least one (1) school day prior to distribution. The Executive Director or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy. Any student may appeal the decision of the Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.
2. Distribution, free or for a fee, may take place before school, after school, and/or during lunch provided there is no substantial disruption in the school programs (as determined by the Executive Director, . Distribution may not occur during instructional time and should not occur in locations that disrupt the normal flow of traffic within the school or at site entrances.
3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.
4. The solicitation of signatures must not take place in school offices, nor be substantially disruptive to resource center activities (as determined by the School Coordinator or the school's administrator, including but not limited to tutoring and group study.

B. Official School Publications

As a small independent student learning environment, the Charter School does not currently have school publications. Should the Charter School begin utilizing a pupil-operated publication in the future, Student editors of official school publications shall be responsible for assigning and editing the

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news, editorial, and feature content of their publications subject to the limitations of this Policy. However, it shall be the responsibility of the journalism staff adviser(s) of student publications to supervise the production of the student staff, to maintain professional standards of English and journalism, and to maintain the provisions of this Policy.<sup>1</sup> The journalism staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this Policy. Charter School officials shall have the burden of showing justification without undue delay prior to a limitation of student expression under this Policy. If the journalism staff adviser(s) consider material submitted for publication to violate this Policy, he or she will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student should be given the opportunity to modify the material or appeal the decision of the journalism staff adviser to the Executive Director.

C. Buttons, Badges, and Other Insignia of Symbolic Expression

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

D. Use of Bulletin Boards

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials in resource center locations convenient to student use. Posted material must be in compliance with other sections of this Policy, particularly regarding the distribution of materials and prohibited speech. Students may not post or distribute materials regarding the meetings of non-curricular student-initiated groups.

E. Organized Demonstrations

Students have the right to lawful organized resource center demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite students to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the school are prohibited.

No organized demonstrations by school groups may take place off-site during school hours unless sanctioned by school authorities and supervised by a designated school authority. No individual student may demonstrate in the name of the Charter School or as an official school group at any time unless authorized by the Charter School to participate in the activity.

No student may participate in an organized demonstration that occurs during the hours of mandatory school attendance unless sanctioned by the Charter School and supervised by a designated Charter School employee. Missing school to attend an organized demonstration is not an excused absence. The Charter School will follow its Attendance Policy when determining consequences for students which may include but are not limited to detention, a low grade for a

<sup>1</sup> "Official school publications" refers to material produced by students in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.

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missed test, or receiving a truancy letter. The Charter School will follow its Suspension and Expulsion Policy when determining consequences for students if Charter School policy is violated.

F. Student Speeches

If a student is selected to speak at a Charter School sponsored event, including but not limited to graduation or school events, Charter School has the right to review the pre-prepared speech to ensure that unprotected speech is not included. If unprotected speech is included, the student will be given the opportunity to revise the speech or deliver a modified speech. If not revised or removed, the student will not be permitted to speak at the Charter School sponsored event.

*Off-Site Expression*

Off-site student expression, including but not limited to student expression on internet web sites not accessed from the resource centers, is generally constitutionally protected but shall be subject to discipline when such expression poses a threat to the safety of other students, staff, or Charter School property, or substantially disrupts the educational program. The Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program.

**Enforcement**

1. Upon learning that students are considering actions in the areas covered by this Policy they will be informed of the possible consequences of their action under each specific circumstance. The Executive Director shall ensure that due process is followed when resolving disputes regarding student freedom of expression.
2. This Policy does not prohibit or prevent the Charter School Governing Board from adopting otherwise valid rules and regulations relating to oral communications by students upon the resource center premises.
3. No Charter School employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.
4. Charter School shall not make or enforce a rule subjecting a student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of a resource center, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

**Complaints**

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A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint by contacting the Charter School’s Executive Director.

\*\*\*\*

**Teacher Qualifications**

Our school focuses on delivering a strong standards-based and personalized educational program. Professional development for teachers, communication with parents, and opportunities for tutoring have always been common practice at the school.

We have a rigorous selection process and we believe our teachers are outstanding. We not only hire teachers who are strong academically, we choose people:

- who will work with both the family and the student,
- who will go above and beyond in helping your child develop workplace skills like responsibility and dependability,
- who will assess your child’s strengths and build on them,
- who will provide support for their areas of weakness, and
- who will help your child succeed both personally and academically.

Your child is attending a school receiving Title I federal funds through the Elementary and Secondary Education Act (ESEA). At the beginning of each school year, local educational agencies receiving Title I funds are required to notify parents whose student(s) attend a Title I school that they may request, and the agency will provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student’s classroom teachers, including at a minimum:

1. Whether the student’s teacher:

- Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
- Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
- Is teaching in the field of discipline of the certification of the teacher.

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

Parents are invited to seek further information on their specific teacher’s or paraprofessional’s professional qualifications.

**Communication**

Audeo Valley seeks to convey the most current, accurate information possible to our parents and students. This includes the use of surveys and periodic **AlertNow** automated messages to your contact numbers. These messages will contain timely, important information. In addition, please “Like” our Facebook page ([www.facebook.com/Altus4U](http://www.facebook.com/Altus4U)) to keep up-to-date on all Audeo Valley information.

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¶  
We have a rigorous selection process and we believe our teachers are outstanding. We not only hire teachers who are strong academically, we choose people: ¶  
¶ who will work with both the family and the student, ¶  
¶ who will go above and beyond in helping your child develop workplace skills like responsibility and dependability, ¶  
¶ who will assess your child’s strengths and build on them, ¶  
¶ who will provide support for their areas of weakness, and ¶  
¶ who will help your child succeed both personally and academically.¶  
¶  
We are sure you know your child’s teacher and qualifications very well, but the law gives you the right to request information about:¶  
¶ Whether the teacher has met the criteria for grade levels and subject areas taught;¶  
¶ Whether the teacher is teaching under an emergency credential or license, or other provisional status;¶  
¶ The baccalaureate degree major of the teacher and any graduate degree held by the teacher, and the field of discipline of that degree; ¶  
¶ The qualifications of the paraprofessional in your child’s classroom.¶  
¶  
Parents are invited to seek further information on their specific teacher’s or paraprofessional’s professional qualifications.¶

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As we encourage our students to succeed and be accountable for their work, we expect the same for our organization and our employees. If you have suggestions, ideas, or concerns, please feel free to discuss it with your student’s teacher.

**Uniform Complaint Policy and Procedures (“UCP”)**

Board Policy #: 1500  
Adopted/Ratified: May 5, 2009  
Amended Dates: June 29, 2015; March 10, 2016; August 26, 2020;

The Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School, and Sweetwater Secondary School (“Audeo or Charter School”) policy is to comply with applicable federal and state laws and regulations. The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

**Scope**

This complaint procedure is adopted to provide a uniform system of complaint processing (“UCP”) for the following types of complaints:

- (1) Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group, on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.
- (2) Complaints alleging a violation of state or federal law or regulation governing the following programs:
- Accommodations for Pregnant, Parenting or Lactating Students;
  - Adult Education;
  - Career Technical and Technical Education;
  - Career Technical and Technical Training;
  - Child Care and Development Programs;
  - Consolidated Categorical Aid;
  - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public schools, Migratory Children and Children of Military Families;

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- Every Student Succeeds Act;
- Migrant Education Programs;
- Regional Occupational Centers and Programs, and
- School Safety Plans.

(3) Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.

a. “Educational activity” means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

b. “Pupil fee” means a fee, deposit or other charge imposed on students, or a student’s parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families’ ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

- i. A fee charged to a student 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.
- ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
- iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.

c. A pupil fees complaint and complaints regarding local control and accountability plans (“LCAP”) only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 – 52077, including an allegation of a violation of Education Code sections 47605.5 or 47607.3, as referenced in Education Code Section 52075, regarding local control and accountability plans.



d. If the Charter School finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, Audeo shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected students, parents/guardians, subject to procedures established through regulations adopted by the state board.

e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or, Audeo, and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

(4) Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or LCAP under Education Code sections 47606.5 and 47607.3, as applicable.

(5) If Audeo adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49190-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R. sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

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

Audeo acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) the confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. Charter School cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the Charter School will attempt to do so as appropriate. Charter School may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Chief Business Officer ("CBO") or designee on a case-by-case basis. Audeo shall ensure that complainants are protected from retaliation.

### **Compliance Officers**

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure the Charter School's compliance with law:

Lynne H. Alipio  
Chief Business Officer and CFO

10170 Huennekens Street  
San Diego, CA 92121  
(858) 678-2048

The CBO or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the CBO or designee.

Should a complaint be filed against the CBO, the compliance officer for that case shall be the Chairperson of the Charter School Board of Directors.

### **Notifications**

The CBO or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be available on Audeo's website. Audeo shall annually provide written notification of the Charter School's uniform complaint procedures to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

The annual notice shall be in English. When necessary, under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in the Charter School speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language

The annual notice shall include the following:

1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that Audeo is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that Audeo is operating pursuant to Title 22 licensing requirements.
3. A statement that Audeo is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

7. A statement that the complainant has a right to appeal the Charter School's decision to the CDE by filing a written appeal within thirty (30) calendar days of Audeo's decision, except if Audeo has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals Audeo's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
9. A statement that if Audeo finds merit in a UCP complaint, or the CDE finds merit in an appeal, Audeo shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code §section 262.3.
11. A statement that copies of Audeo's UCP shall be available free of charge.

#### **Procedures**

The following procedures shall be used to address all complaints, which allege that the Charter School has violated federal or state laws or regulations enumerated in the section "Scope", above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

#### **• Step 1: Filing of Complaint**

Any individual, including a person's duly authorized representative or an interested third party, public agency or organization may file a written complaint of alleged noncompliance of unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy. A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the CBO or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the CBO or designee shall be made in writing. The period for filing may be extended by the CBO or designee for good cause for a period not to exceed ninety (90)

calendar days following the expiration of the six-month time period. The School Coordinator shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Audeo Board of Directors approved the LCAP or the annual update was adopted by the Audeo.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, the Charter School staff shall assist the complainant in the filing of the complaint.

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#### • **Step 2: Mediation**

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend the Charter School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

#### • **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the

investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The Charter School's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

#### • **Final Written Decision**

Audeo shall issue an investigation report (the "Decision") based on the evidence. Audeo's decision shall be in writing and sent to the complainant within sixty (60) calendar days of Audeo's receipt unless the timeframe is extended with the written agreement of the complainant. Audeo's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether Audeo is in compliance with the relevant law.
3. Corrective actions, if Audeo finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal Audeo's decision within thirty (30) calendar days to the CDE, except when Audeo has used its UCP to address complaints that are not subject to the UCP requirements
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of the Charter School's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

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#### **Appeals to the California Department of Education**

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with Audeo and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

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

Upon notification by the CDE, that the complainant has appealed the Decision, the CBO or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of the Charter School's complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to Audeo for resolution as a new complaint. If the CDE notifies the Charter School that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, the Charter School will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusion of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decisions remains in effect and enforceable, unless

stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by the Charter School when one of the conditions listed in C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, Charter School has not taken action within sixty (60) calendar days of the date of the complaint was filed with the Charter School.

### **Civil Law Remedies**

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

A copy of the UCP shall be available upon request free of charge on the school website. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Executive Director.

### **Student Fees Policy**

This student fees policy has been adopted in compliance with the provisions of Article IX, section 5 of the California Constitution, and Assembly Bill 1575 ("AB 1575") (effective January 1, 2013), which prohibit the charging of any student fees for participation in an educational activity at a public school. This Policy applies to Audeo Valley Charter School ("Audeo" or "Charter School").

#### **I. General Statement of Policy**

No student enrolled in Charter School shall be required to pay a student fee for participation in Charter School's educational activity unless specifically authorized by law.

#### **II. Definitions**

"Educational activity" means any activity offered by the Charter School that constitutes an integral fundamental part of a student's education, including, but not limited to, curricular and extracurricular activities.

"Pupil fee" means a fee, deposit, or other charge imposed on students, or a student's parents or guardians, in violation of Section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers. Pursuant to Education Code section 49010, prohibited student fees include, but are not limited to, the following:

- (a) fees charged as a condition for registering for school or classes, or as a condition for participation in a class or any extracurricular activity, regardless of whether the class or

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#### **Deleted: Scope¶**

This complaint procedure is adopted to provide a uniform system of complaint processing ("UCP") for the following types of complaints:¶

- (1) Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group, on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.¶
- (2) Complaints alleging a violation of state or federal law or regulation governing the following programs:¶  
Accommodations for Pregnant, Parenting or Lactating Students;¶  
Adult Education;¶

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Board Policy #: 1850¶  
Adopted/Ratified: September 11, 2014¶  
Amended: February 17, 2021

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activity is elective or compulsory, or is for credit;

- (b) a security deposit, or other payment, that a student is required to make to obtain a book, class apparatus, laptop, I-Pad, e-reader or other materials or equipment;
- (c) purchase that a pupil is required to make to obtain materials, supplies, equipment, or uniforms associated with an educational activity.

III. **Policy Against Unlawful Pupil Fees**

1. All supplies, materials, and equipment needed for students to participate in the Charter School’s educational activities shall be provided to students by the school free of charge.
2. Charter School does not use a fee waiver policy to make any student fee permissible.
3. Charter School does not have a “two-tier” educational system. Students who purchase additional supplies not provided free-of-charge by Charter School, or students who make voluntary donations to the Charter School’s programs and activities, are not provided a higher educational standard than students who do not.
4. Charter School does not offer course credit or privileges related to educational activities in exchange for money or donations of goods or services from a student, and Charter School does not remove course credit or privileges related to educational activities, or otherwise discriminate against any student who does not or will not provide money or donations of goods or services to the school.
5. No fees shall be charged for inter district transfers, tuition or diplomas, mandatory caps and gowns, or admissions charges, whether for instruction or extracurricular, if part of the educational program. A cap and gown will be provided free of charge by the Charter School to graduating students and must be returned to the Charter School after the Graduation ceremony. Charter School may solicit voluntary donations of funds from students and parents of students to help cover the cost of cap and gown, but all students are provided access to a cap and gown, regardless of student or parent donation. Alternatively, students have the option to purchase their own cap and gown, which does not need to be returned to Charter School after the graduation ceremony.

IV. **Lawful Fees**

These prohibitions shall not be interpreted to prohibit the imposition of a fee, deposit, or other charge otherwise allowed by law. (Education Code § 49011(e).) These include the following:

1. Charter School Reasonable fees [up to an amount not to exceed \$10,000] for the replacement of lost, damaged or unreturned school supplies, such as school ID cards, library books, laptops, iPads, e-readers, or library late return fees.
2. Fees for field trips and excursions in connection with courses of instruction or school related social, educational, cultural, as long as no student is prevented from making the field trip or excursion because of lack of sufficient funds. Charter School may solicit voluntary donations of funds or services from students and parents of students to help fund the field trips that are

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part of the curriculum, but all students may participate regardless of student or parent donation.

- 3. Fees for optional attendance as a spectator at a school sponsored activity
- 4. Charges for food served to students, subject to free and reduced price meal program eligibility and other restrictions specified in law.
- 5. Charges for medical or hospital insurance for field trips that is made available by the Charter School.
- 6. Fees for outdoor science school camp programs or cadet corps program, so long as no student is denied the opportunity to participate because of nonpayment of the fee.
- 7. Reimbursement for the direct cost of materials provided to a student for property the student has fabricated from such materials for his/her own possession and use, such as wood shop, art, or CTE projects kept by the student.
- 8. Reimbursement for the actual cost of duplicating public records, student records, or a prospectus of the school curriculum. (Government Code § 6253; Education Code § 49091.14). There are two exceptions: First, no charge shall be made for furnishing up to two transcripts of former pupils' records or up to two verifications of various records of former pupils. (Education Code § 49065.) Second, if the cost would effectively prevent the parent of a special education pupil from exercising the right to receive copies of pupil records, the copies shall be reproduced at no cost.
- 9. Fees for transportation to and from school, and transportation between school and regional occupational centers, programs or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student and provided there is a waiver provision based on financial need.
- 10. Fees for transportation of pupils to places of summer employment.
- 11. Tuition fees charged to pupils whose parents are actual and legal residents of an adjacent foreign country or an adjacent state.
- 12. Tuition fees collected from foreign students attending Charter School pursuant to an F-1 visa, equal to the full unsubsidized per capita cost of providing education during the period of attendance.
- 13. Fees for an optional fingerprinting program for kindergarten or other newly enrolled students, if the fee does not exceed the actual costs associated with the program.
- 14. Fees for community classes in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the community classes.
- 15. Charges for eye safety devices for a student to keep, at a price not to exceed the school's actual costs, so long as the school provides them free for use in specified courses or activities

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in which students are engaged in, or are observing, an activity or the use of hazardous substances likely to cause injury to the eyes.

- 16. Fees for Advanced Placement and International Baccalaureate Diploma examinations for college credit, so long as (1) taking the exam is not a course requirement and (2) the exam results have no impact on a pupil's grade or credit in a course. An LEA may fund all or part of the cost of the AP test fee for an economically disadvantaged high school pupil or the IB test fee for a low- or middle-income pupil.
- 17. Fees for After School Education and Safety Programs, so long as no eligible student is denied the ability to participate because of an inability to pay the fee.

Fees for childcare and development services, except that no fees shall be assessed to students enrolled in the program for severely disabled children as stated in Education Code § 8250(d) or families receiving CalWORKS cash aid. Fees for state preschool, except that no family fees shall be assessed to students placed in state preschool by an IEP or families receiving CalWORKS cash aid. (Education Code §§ 8239, 8259(d)(3), 8263(g), (h), 8265, 8447(g), 5600.) Fees for supervision of children before and after school, except that no child who desires to participate shall be denied the opportunity to participate because of inability to pay the fee. (Education Code §§ 8487 and 8488.)

**V. Voluntary Contributions**

Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or Charter School and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

Pupils, parents, and guardians are still encouraged (though not required) to make voluntary contributions or donations of time, money, or property and to participate in fund raising activities. Pupils may be encouraged to participate in fundraising activities through prizes or other recognition for voluntary participation.

**VI. Notice**

Students and parents of students will be provided a copy of this policy at the start of each school year as part of Charter School 's Student and Parent Handbook.

**VII. Complaint and Remedy Procedures**

Students, parents or guardians who believe they are being charged an impermissible pupil fee should contact the Executive Director or designee, or file a complaint pursuant to pursuant to Charter School's Uniform Complaint Procedures Policy ("UCP") set forth in Student and Parent Handbook. As outlined in the UCP, complaints related to school fees may be made anonymously. Pupil fee complaints shall be filed not later than one year from the date the alleged violation occurred.

In the event Charter School finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, Charter School shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by Charter School to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board. Under 5 CCR § 4600(u), "reasonable

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efforts” means a public school’s good faith attempts to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint, as follows:

- (1) Reasonable efforts to identify pupils who paid a pupil fee include but are not limited to researching existing school records, contacting pupils who were enrolled in or participating in the educational activity during the time the pupil fee was charged, and considering submissions of proof of payment of the pupil fee.
- (2) Reasonable efforts to fully reimburse all pupils, parents and guardians who paid a pupil fee include but are not limited to crediting the pupil's school financial account and sending reimbursement by first class mail to the pupil's last known primary address as contained in school or local educational agency records. If the school has knowledge that a pupil's last known address as contained in school or local educational agency records is no longer valid, the school may attempt to obtain a more recent address from any notices returned to the school or local educational agency by the United States Postal Service.

\*\*\*\*

**Suicide Prevention Policy**

Audeo Valley Charter School (“Charter School”) recognizes, that suicide is a major cause of death among youth and should be taken seriously. In order to attempt to reduce suicidal behavior and its impact on students and families, Charter School has developed prevention strategies and intervention procedures.

The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and post-vention.

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

**Prevention and Instruction**

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students’ feelings of connectedness with the Charter School and is characterized by caring staff and harmonious interrelationships among students.

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

The Executive Director or designee may offer parents/guardians education or information which describes the severity of the youth suicide problem, the Charter School’s suicide prevention efforts, risk factors and warning signs of suicide, basic steps for helping suicidal youth, reducing the stigma of mental illness, and/or school and community resources that can help youth in crisis. California

**Deleted:** (Full Board Policy)¶  
Board Policy #: 3345¶  
Adopted/Ratified: June 22, 2017¶  
Amended Dates: October 21, 2020;

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Department of Education youth suicide prevention information can be found at:  
<http://www.cde.ca.gov/ls/cg/mh/suicideprevres.asp>

This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School Web page.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. If offered or included in the Charter School's instructional curriculum, suicide prevention instruction shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide.
2. Identify alternatives to suicide and develop coping and resiliency skills.
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent.
4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking mental health, substance abuse, gender identity, or other support services.

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#### **Staff Development**

Suicide prevention training for staff may be designed to help staff identify and find help for students at risk of suicide. Materials approved by the Charter School for training shall include how to identify appropriate mental health services, at school facilities and within the larger community, and when and how to refer youth and their families to those services. The training may be offered under the discretion of the Executive Director and/or Governing Board and/or in cooperation with one or more community mental health agencies and may include information on:

1. Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance abuse problems, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors.
2. Warning signs that may indicate suicidal intentions, including changes in students' appearance, personality, or behavior.
3. Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health.
4. School and community resources and services for students and families in crisis and ways to access them.
5. Charter School procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide.

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### **Intervention and Emergency Procedures**

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly notify the Executive Director or designee. The Executive Director or designee shall then notify the student's parent/guardian as soon as possible and may also refer the student to mental health resources at the Charter School or in the community.

When a suicide attempt or threat is reported, the Executive Director or designee shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
  - a. Securing immediate medical treatment if a suicide attempt has occurred;
  - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
  - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
2. Designate specific individuals to be promptly contacted, for example the school counselor, psychologist, nurse, Executive Director, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies.
3. Document the incident in writing as soon as feasible.
4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the school.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

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

Students shall be encouraged through the education program and in school activities to notify a teacher, Executive Director, another school administrator, psychologist, school counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

**Employee Qualifications and Scope of Services**

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

A complete copy of the Suicide Prevention Policy is available on the school website.

**Education for Homeless Children and Youth Policy**

Audeo Valley Charter School ("Charter School") desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging State academic standards, are provided a free and appropriate public education, are not stigmatized, or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

**Definition of Homeless Children and Youth**

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

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

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

**Charter School Liaison**

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

**Rachel Thomas**  
**Equity and Inclusion Officer**  
858-678-4818

**Deleted: (Full Board Policy)¶**  
**Board Policy #: 1952¶**  
**Adopted: February 17, 2021**

**Deleted:** The Board of Directors of Student Success Programs hereby adopts this Educational for Homeless and Youth Policy to apply to Audeo Charter School and The Charter School of San Diego, hereafter collectively referred to as ("Charter School"). The Governing Board of the

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10170 Huennekens Street  
San Diego, CA 92121

The Charter School Liaison shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies.
2. Homeless students enroll in and have a full and equal opportunity to succeed at Charter School .
3. Homeless students and families receive educational services for which they are eligible, including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act ("IDEA"); any other preschool programs administered by Charter School , if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, Charter School charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

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

**Enrollment**

Charter School shall immediately admit/enroll the student for which the Charter School is a School of Origin. "School of Origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

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Charter School shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy. A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

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The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Executive Director or designee shall refer the parent/guardian to the Charter School Liaison. The Charter School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student's school of origin for the entire period for which the youth is homeless. If a youth obtains permanent housing during an academic year, the youth will be permitted to remain in the school of origin through the end of the academic year.

**Enrollment Disputes**

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy), pending final resolution of the dispute, including all available appeals. (42 U.S.C. § 11432(g)(3)(E).)

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the Charter School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The Charter School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

**Comparable Services**

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in Charter School such as (42 U.S.C. § 11432(g)(4)):



- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in career and technical education
- Programs for gifted and talented students
- Charter School nutrition programs

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### **Transportation**

In the event that Charter School provides transportation services to all Charter School students, Charter School shall provide comparable transportation services to each homeless child or youth attending Charter School, as noted above. (42 U.S.C. § 11432(g)(4).)

If the Charter School does not otherwise provide transportation services to all Charter School students, Charter School shall ensure that transportation is provided for homeless students to and from Charter School, at the request of the parent or guardian (or Charter School Liaison), if Charter School is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J).) Transportation provided by Charter School will be adequate and appropriate for the Student's situation, but Charter School does not commit to any one method of transportation for all youth.

### **Professional Development**

All administrators, teachers and employees of Charter School will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. (42 U.S.C. § 11433(d)(3).) All identified or suspected homeless children and youth will be referred to the Charter School Liaison.

### **High School Graduation Requirements**

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

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

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

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's educational rights holder of how any of the requirements

that are waived will affect the student’s ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

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

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

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

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

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

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**Acceptance of Course Work**

The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian

school or agency by a homeless student.

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

**Notice**

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment and while the student is enrolled at the Charter School in alignment with the law. (42 U.S.C. § 11432(e)(3)(C).)

**Annual Policy Review**

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school.

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A copy of the complete board policy is available on the Charter School website.

***Education for Foster and Mobile Youth Policy***

**Introduction**

Audeo Valley Charter School ("**Charter School**") recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School's educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in the Charter School's local control and accountability plan ("LCAP").

**Definitions**

- "*Foster youth*" means a child who has been removed from their home pursuant to California Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.

**Deleted:** (*Full Board Policy*)¶  
Board Policy #: 1954¶  
Adopted: February 17, 2021

**Deleted:** The Board of Directors of Student Success Programs hereby adopts this Educational for Foster and Mobile Youth Policy to apply to Audeo Charter School and The Charter School of San Diego, hereafter collectively referred to as ("**Charter School**").

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- *"Former juvenile court school pupil"* means a pupil who, upon completion of the pupil's second year of high school, transfers from a juvenile court school to the Charter School.
- *"Child of a military family"* refers to a student who resides in the household of an active duty military member.
- *"Currently Migratory Child"* refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. "Currently Migratory Child" includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
- *"Pupil participating in a newcomer program"* means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.
- *"Educational Rights Holder" ("ERH")* means a parent, guardian, responsible adult appointed by a court to make educational decisions for a minor pursuant to Welfare and Institutions Code sections 319, 361 or 726, or a person holding the right to make educational decisions for the pupil pursuant to Education Code section 56055.
- *"School of origin"* means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin.
- *"Best interests"* means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

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Within this Policy, foster/juvenile court youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be referred to collectively as "Foster and Mobile Youth."

#### Foster and Mobile Youth Liaison

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to the Charter School, the Governing Board shall designate a Foster and Mobile Youth liaison. The Governing Board designates the following position as the Charter School's liaison for Foster and

Mobile Youth:

**Rachel Thomas**  
**Equity and Inclusion Officer**  
[rthomas@charterschool-sandiego.net](mailto:rthomas@charterschool-sandiego.net)

The Foster and Mobile Youth Liaison shall be responsible for the following:

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of Foster and Mobile Youth.
2. Ensure proper transfer of credits, records, and grades when Foster and Mobile Youth transfer to or from the Charter School.
3. When a foster youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student within two (2) business days to obtain all academic and other records. The last school attended by the foster youth 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. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the Charter School.
4. When required by law, notify the foster youth's attorney and the appropriate representative of the county child welfare agency at least ten (10) calendar days preceding the date of the following:
  - a. An expulsion hearing for a discretionary act under the Charter School's charter.
  - b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster youth's attorney and the agency representative will be invited to participate.
  - c. A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's attorney and the agency representative will be invited to participate.
5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
6. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-

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school services.

7. Develop protocols and procedures for creating awareness for Charter School staff, including but not limited to Administrator of Instructional Services, School Coordinator and Student Services Coordinator of the requirements for the proper enrollment, placement, and transfer of foster youth.
8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster youth.
9. Monitor the educational progress of foster youth and provide reports to the Equity and Inclusion Officer or designee and the Governing Board based on indicators identified in the Charter School's local control and accountability plan.

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This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to Welfare and Institutions Code sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

### **School Stability and Enrollment**

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

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is their best interest. The Charter School will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking reenrollment in the Charter School as their school of origin.

A foster youth, currently migratory child, or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation or school uniform requirements (e.g. producing medical records or academic records from a previous school).

At the initial detention or placement, or any subsequent change in placement, a foster youth may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the

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

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

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If the foster youth, currently migratory child or child of a military family is transitioning between school grade levels, the youth shall be allowed to continue in the district of origin in the same attendance area to provide the youth the benefit of matriculating with their peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the student be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from their school of origin, the Foster and Mobile Youth Liaison shall provide the foster youth and the foster youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.

If any dispute arises regarding a foster youth's request to remain in the Charter School as the foster youth's school of origin, the foster youth has the right to remain in the Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

#### Transportation

The Charter School shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, the Charter School shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the youth.

For any student who has an individualized education program (“IEP”), the student’s IEP team will determine if the student requires special education transportation as a related service regardless of the student’s status.

Effect of Absences on Grades

The grades of a foster youth shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

- a. A decision by a court or placement agency to change the student’s placement, in which case the student’s grades shall be calculated as of the date the student left school.
- b. A verified court appearance or related court-ordered activity.

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Transfer of Coursework and Credits

The Charter School shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school<sup>2</sup>, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed.

If the Foster and Mobile Youth did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that the student completed at another school unless the Charter School, in consultation with the student’s ERH, finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course.

In no event shall the Charter School prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

Applicability of Graduation Requirements

To obtain a high school diploma from the Charter School, a student must complete all courses required by the Charter School and fulfill any additional graduation requirements prescribed by the Board. However, Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and pupils participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School’s graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 (“additional graduation requirements”) unless the Charter School

<sup>2</sup> For purposes of coursework completed by a student who is a child of a military family, “public school” includes schools operated by the United States Department of Defense.



makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

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

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the ERH, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for the exemption. If the Charter School fails to provide timely notice of the availability of the exemption, the Foster and Mobile Youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the foster youth otherwise qualifies for the exemption.

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

The Equity and Inclusion Officer or designee shall notify a Foster and Mobile Youth and their ERH if the Charter School grants an exemption from the additional graduation requirements, how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution, and shall provide information about transfer opportunities available through the California Community Colleges.

A Foster and Mobile Youth who would otherwise be entitled to remain in attendance at the Charter School shall not be required to accept the exemption from additional graduation requirements or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

If an eligible student is not exempted from additional graduation requirements or has previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student at any time if an exemption is requested by the youth and the youth qualifies for the exemption. Likewise, if the youth is exempted, the Charter School may not revoke the exemption.

If a Foster and Mobile Youth is exempted from additional graduation requirements pursuant to this section, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the Student eligible while he or she is enrolled in school or if the student transfers to another school, including a charter school, or school district.

The Charter School shall not require or request a Foster and Mobile Youth to transfer schools in order

to qualify for an exemption from additional graduation requirements, and no Foster and Mobile Youth or any person acting on behalf of a Foster and Mobile Youth may request a transfer solely to qualify for an exemption from the Charter School’s additional graduation requirements.

Upon making a finding that a Foster and Mobile Youth is reasonably able to complete the Charter School’s graduation requirements within the student’s fifth year of high school, the Equity and Inclusion Officer or designee shall:

- 1. Inform the student and the student’s ERH of the student’s option to remain in school for a fifth year to complete the Charter School’s graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
- 2. Inform the student and the student’s ERH how remaining in school for a fifth year will affect the student’s ability to gain admission to a postsecondary educational institution.
- 3. Provide information to the student about transfer opportunities available through the California Community Colleges.
- 4. Upon agreement with the student or, if the student is under 18 years of age, the ERH, permit the student to stay in school for a fifth year to complete the Charter School’s graduation requirements.

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If a juvenile court youth satisfies the requirements for high school graduation while enrolled at a juvenile court school but has elected to decline the issuance of the diploma for the purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from enrolling in the Charter School and pursuing additional coursework if requested by the youth or by the youth’s ERH.

Eligibility for Extracurricular Activities

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

Waiver of Fees for Afterschool Programs

The Charter School shall not charge any student who the Charter School knows is currently in foster care any family fees associated with an After-School Education and Safety (“ASES”) Program operated by the Charter School.

Student Records

When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new LEA, the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time,

full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student’s special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

In accordance with the Charter School’s Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

**Complaints of Noncompliance**

Complaints of noncompliance with this Policy shall be governed by the Charter School’s Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request.

\*\*\*\*

**Availability of Complete Policy**

For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School’s complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available on the school website.

***Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation, and Education***

**A. SECTION 504 POLICY**

Audeo Valley Charter School (“Charter School”) recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education and its legal responsibility to ensure that “no qualified person with a disability shall, solely by reason of their disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” This Policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a free, appropriate public education (“FAPE”).

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell

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**Board Policy #: 3432¶**  
**Adopted: February 17, 2021**

**Deleted:** The Board of Directors of Student Success Programs hereby adopts the Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation and Education to apply to Audeo Charter School and The Charter School of San Diego, hereafter collectively referred to as (“Charter School”). The Governing Board of the

growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities Education Act Improvement Act of 2004 ("IDEA").

The Charter School's Executive Director or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy's corresponding procedures.

A Section 504 Team will be convened to determine the student's need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable about the Section 504 standards, the student's individual needs and school history, the meaning of evaluation data, and placement options. The student's parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law.

If Charter School does not assess a student after a parent has requested an assessment, the Charter School shall provide notice of the parent's/guardian's procedural safeguards. Charter School shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. Charter School shall periodically review the student's progress and placement.

The Charter School does not discriminate on the basis of disability or any other characteristic protected under law. Charter School will implement this policy through its corresponding procedures.

**B. SECTION 504 PROCEDURES**

**A. Definitions**

- 1. **Academic Setting** – the regular, educational environment operated by Charter School.
- 2. **Individual with a Disability under Section 504** – An individual who:
  - a. has a physical or mental impairment that substantially limits one or more major life activities;

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- b. has a record of such an impairment; or
  - c. is regarded as having such an impairment.
  
- 3. **Evaluation** – procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.
  
- 4. **504 Plan** – is a plan developed to identify and document the student’s needs for regular or special education and related aids and services for participation in educational programs, activities, and school-sponsored events.
  
- 5. **Free Appropriate Public Education (“FAPE”)** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.
  
- 6. **Major Life Activities** - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.
  
- 7. **Physical or Mental Impairment** –
  - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
  - b. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
  
- 8. **504 Coordinator** – The Special Education Coordinator shall serve as the Charter School’s Section 504 Coordinator. The parents or guardians may request a Section 504

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due process hearing from or direct any questions or concerns to the Section 504 Coordinator at (619) 393-2270.

9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
10. **Is regarded as having an impairment** - means
  - a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that they have been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
  - b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

**B. Referral, Assessment and Evaluation Procedures**

1. Charter School will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.
2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student's file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504 Coordinator.
3. The Charter School has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who have or may have a disability are referred to the Section 504 Coordinator so that the assessment process is initiated.
4. The 504 Team convened by the Section 504 Coordinator will be composed of the student's parents/guardians and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.
5. The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.

6. The 504 Team will consider the following information in its evaluation of the student:

- a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
- b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
- c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure.)

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7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.

8. Mitigating measures cannot be considered when evaluating whether or not a student has a substantially limiting impairment. Mitigating measures could include medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications a student uses to eliminate or reduce the effects of an impairment.

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9. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.

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10. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

C. **504 Plan**

1. When a student is identified as having a disability within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a FAPE.
2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.
3. For each identified eligible student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the eligible student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.
4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.
5. The eligible student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The student shall be educated with students who are not disabled to the maximum extent appropriate to their individual needs.
6. The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.
7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
8. If the 504 Team determines that the student has a disability but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a person with a disability under Section 504 and shall state the basis for the decision that no special services are presently needed.
9. The 504 Plan shall include a schedule for annual review of the student's needs and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
10. Charter School shall immediately implement a student's prior 504 Plan, when a student enrolls at the Charter School. Within thirty (30) calendar days of starting

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school, Charter School shall schedule a 504 Team meeting to review the existing 504 Plan. Charter School shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.

D. **Review of the Student’s Progress**

- 1. The 504 Team shall monitor the progress of the eligible student and the effectiveness of the student’s 504 Plan. According to the review schedule set out in the student’s 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.
- 2. A reevaluation of the student’s needs shall be conducted before any subsequent significant change in placement.

E. **Procedural Safeguards**

- 1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:

- Examine relevant records
- Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
- Have the right to file a Uniform Complaint pursuant to Charter School policy
- Seek review in federal court if the parents/guardians disagree with the hearing decision.

- 2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the following:

Kirsten Ramirez Henderson  
10170 Huennekens Street, San Diego, CA 92121  
(619)-393-2270  
khenderson@altusschools.net

Notifications shall also advise that reimbursement for attorney’s fees is available only as authorized by law.

- 3. The Executive Director or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with Charter School or any district within the El Dorado Charter SELPA or the San Diego County Office of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.
- 4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, the parent/guardian may

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request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing their request for a hearing. A request for hearing should include:

- The specific decision or action with which the parent/guardian disagrees.
- The changes to the 504 Plan the parent/guardian seeks.
- Any other information the parent/guardian believes is pertinent.

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5. Within five (5) calendar days of receiving the parent/guardian's request for a hearing, the Charter School may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and the Charter School. Alternative dispute resolution options include:

- Mediation by a neutral third party.
- Review of the 504 Plan by the Executive Director or designee.

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6. Within ten (10) calendar days of receiving the parent/guardian's request, the Executive Director or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.

7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) calendar days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.

8. The parent/guardian and the School shall be afforded the rights to:

- Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as having a disability under Section 504.
- Present written and oral evidence.
- Question and cross-examine witnesses.
- Receive written findings by the hearing officer.

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9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.

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10. If desired, either party may seek a review of the hearing officer's decision by a federal

court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.

11. Charter School shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

**F. Suspension and Expulsion, Special Procedures for Students with Disabilities**

Charter School shall follow the suspension and expulsion policy and procedures as set forth in the charter. A student who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. Charter School will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in accordance to due process to such students. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

1. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's 504 Plan; and receive, as appropriate, a functional behavioral assessment ("FBA") and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

2. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Charter School, the parent, and relevant members of the 504 Team shall review all relevant information in the student's file, including the child's 504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the 504 Plan.

If Charter School, the parent, and relevant members of the 504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If Charter School, the parent, and relevant members of the 504 Team make the determination that the conduct was a manifestation of the child's disability, the 504 Team shall:

- a. Conduct an FBA and implement a behavioral intervention plan ("BIP") for such child, provided that Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If the child has a BIP, review the BIP and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and Charter School agree to a change of placement as part of the modification of the BIP.

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If Charter School, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

3. Appeals

The parent/guardian of a child with a disability under a 504 Plan who disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, either party may request to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and Charter School agree otherwise.

4. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. § 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. § 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's 504 Team.

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to the IDEA 2004 and who has violated Charter School's disciplinary procedures may assert the procedural safeguards granted under these Procedures only if Charter School had knowledge that the student had a disability before the behavior occurred.

Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to School Coordinator or the Administrator for Instructional Services, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or the special education teacher or the school coordinator, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the Special Education

Coordinator or to the School Coordinator or to the Administrator for Instructional Services.

If Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA 2004-eligible children with disabilities, including the right to stay-put.

If Charter School had no basis for knowledge of the student’s disability, it shall proceed with the proposed discipline. Charter School shall conduct an expedited evaluation if requested by the parent/guardian; however, the student shall remain in the education placement determined by Charter School pending the results of the evaluation.

Charter School shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

**C. PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT**

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

- 1. Have your child take part in and receive benefits from public education programs without discrimination because of their disabling condition.
- 2. Have Charter School advise you of your rights under federal law.
- 3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
- 4. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have Charter School make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
- 5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.
- 6. Have your child receive special education and related services if your child is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEA 2004).
- 7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.
- 8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by Charter School .

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9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
11. Obtain a response from Charter School to reasonable requests for explanations and interpretations of your child's records.
12. Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If Charter School refuses this request for amendment, the Charter School shall notify you within a reasonable time and advise you of your right to an impartial hearing.
13. Request mediation or file a grievance in accordance with Charter School's Section 504 mediation grievance and hearing procedures, outlined above.
14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
15. File a formal complaint pursuant to the Charter School's Uniform Complaint Policy and Procedures. Please ask the Executive Director for a copy of the Charter School's Uniform Complaint Policy and Procedures if you need one.
16. File a formal complaint with the U.S. Department of Education.

Office for Civil Rights, U.S. Department of Education  
 San Francisco Office  
 50 United Nations Plaza  
 San Francisco, CA 94102  
 (415) 486-5555 PHONE  
 (415) 486-5570 FAX  
 Email: [OCR.SanFrancisco@ed.gov](mailto:OCR.SanFrancisco@ed.gov)

17. Be free from any retaliation from Charter School for exercising any of these rights.

Please contact Kirsten Ramirez Henderson, 504 Coordinator, (619) 393-2270 and at 10170 Huennekens Street, San Diego, CA 92121, with any questions regarding the information contained herein.

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A copy of the School's Section 504 policies and procedures is available upon request and on the school website.

### ***Special Education/Students with Disabilities/Child Find***

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

parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact Veronica Ballman, School Coordinator at (858) 678-2050.

Education Records and Student Information Policy

Audeo Valley Charter School ("Charter School") adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by Charter School.

Definitions

- "Education Record": An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by Charter School or by a party acting for Charter School . Such information includes, but is not limited to:
  1. Date and place of birth; parent and/or guardian's address, mother's maiden name and where the parties may be contacted for emergency purposes;
  2. Grades, test scores, courses taken, academic specializations and school activities;
  3. Special education records;
  4. Disciplinary records;
  5. Medical and health records;
  6. Attendance records and records of past schools attended; and/or
  7. Personal information such as, but not limited to, a student's name, the name of a student's parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

1. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
2. Records maintained by a law enforcement unit of Charter School that were created by that law enforcement unit for the purpose of law enforcement;

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Approved: December 11, 2017¶  
Amended: June 21, 2018¶

Deleted: The Board of Directors of Student Success Programs, a California nonprofit public benefit corporation operating Audeo Charter School and The Charter School of San Diego hereafter collectively referred to as ("Charter School"). The Governing Board of the Charter School hereby

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3. In the case of a person who is employed by Charter School but not in attendance at Charter School, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee and are not available for any other purpose;
  4. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at Charter School;
  5. Records that only contain information about an individual after the individual is no longer a student at Charter School; or
  6. Grades on peer-graded papers before they are collected and recorded by a teacher.
- *"Personally Identifiable Information"*: Personally identifiable information ("PII") is information about a student that is contained in their education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). PII includes, but is not limited to: a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who Charter School reasonably believes knows the identity of the student to whom the education record relates.
  - *"Directory Information"*: Charter School may disclose the PII that it has designated as directory information, consistent with the terms of the annual notice provided by Charter School pursuant to the FERPA (20 U.S.C. § 1232g). Charter School has designated the following information as directory information:
    1. Student's name
    2. Student's address
    3. Parent/guardian's address
    4. Telephone listing
    5. Student's electronic mail address
    6. Parent/guardian's electronic mail address
    7. Photograph
    8. Date and place of birth
    9. Dates of attendance
    10. Grade level
    11. Degrees, honors, and awards received
    12. The most recent educational agency or institution attended

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13. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

- *"Parent"*: Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- *"Eligible Student"*: Eligible student means a student who has reached eighteen (18) years of age.
- *"School Official"*: A school official is a person employed by Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of Charter School . A school official also may include a volunteer for Charter School or an independent contractor of Charter School or other party who performs an institutional service or function for which Charter School would otherwise use its own employees and who is under the direct control of Charter School with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks.
- *"Legitimate Educational Interest"*: A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

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Disclosure Of Directory Information

At the beginning of each school year, Charter School shall provide parents and eligible students with a notice containing the following information: 1) The type of PII it designates as directory information; 2) The parent's or eligible student's right to require that Charter School not release "directory information" without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify Charter School in writing of the categories of "directory information" that it may not disclose without the parent's or eligible student's prior written consent. Charter School will continue to honor a valid request to opt out of the disclosure of a former student's directory information made while the former student was in attendance unless the student rescinds the opt out request.

Annual Notification To Parents And Eligible Students

At the beginning of each school year, in addition to the notice required for directory information, Charter School shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student's education records;

2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
3. Consent to disclosures of PII contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by Charter School to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that Charter School forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

#### **Parental And Eligible Student Rights Relating To Education Records**

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Executive Director. Within five (5) business days, Charter School shall comply with the request.

##### **1. Copies of Education Records**

Charter School will provide copies of requested documents within five (5) business days of a written request for copies. Charter School may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

##### **2. Request for Amendment to Education Records**

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Executive Director to correct or remove any information in the student's education record that is any of the following:

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- a. Inaccurate.
- b. Misleading.
- c. In violation of the privacy rights of the student.

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Charter School will respond within thirty (30) days of the receipt of the request to amend. Charter School's response will be in writing and if the request for amendment is denied, Charter School will set forth the reason for the denial and inform the parent or eligible student of their right to a hearing challenging the content of the education record.

If the Executive Director sustains any or all of the allegations, the Executive Director must order the correction or the removal and destruction of the information. The Executive Director or designee must then inform the parent or eligible student of the amendment in writing.

### **3. Hearing to Challenge Education Record**

If Charter School denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that the parent or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the student's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- a. The Administrator of Instructional Services, School Coordinator, or designee of a public school other than the public school at which the record is on file;
- b. A certificated Charter School employee; and
- c. A parent appointed by the Executive Director or by the Board Chair, depending upon who convenes the panel.

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The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by Charter School to the parent or eligible student no later than twenty (20) days before the hearing.

The Administrator for Instructional Services or designee of a public school will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney. The decision of the Board Chair or Executive Director or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, Charter School's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, Charter School decides that the information is inaccurate,

misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, Charter School decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of Charter School, or both. If Charter School places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

**Disclosure Of Education Records And Directory Information**

Charter School must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student’s education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and Charter School shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person’s approval of the information contained in the electronic consent.

Charter School will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. Charter School must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, Charter School will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

- 1. Charter School will disclose education records, without prior written consent of the parent or eligible student, to the following parties:
- 2. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations (“C.F.R.”) Part 99;
- 3. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student’s enrollment or transfer. When a student transfers schools, Charter School will mail the original or a copy of a student’s cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible

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student. Additionally, Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;

4. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
5. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
6. Organizations conducting certain studies for Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
7. Accrediting organizations in order to carry out their accrediting functions;
8. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
9. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
10. Persons who need to know in cases of health and safety emergencies;
11. State and local authorities, within a juvenile justice system, pursuant to specific State law;
12. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/or a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by Charter School for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by Charter School; and/or
13. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by Charter School with respect to that alleged crime or offense. Charter School may disclose the final results of the disciplinary proceeding, regardless of whether Charter School concluded a violation was committed.

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#### **Record Keeping Requirements**

Charter School will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of Charter School in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of Charter School and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, Charter School officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents and eligible students, Charter School officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of Charter School.

Student cumulative records may not be removed from the premises of Charter School, unless the individual removing the record has a legitimate educational interest, and is authorized by the Executive Director, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the Charter School premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.).

**Complaints**

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

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue. S.W.  
Washington, D.C. 20202-5920

**Record Retention**

Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations ("CCR") sections 431 through 438, per the following:

- *"Mandatory Permanent Student Records"*: must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
  1. Legal name of student
  2. Date of birth

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3. Method of verification of birth date
4. Sex of student
5. Place of birth
6. Name and address of parent of minor student
7. Address of minor student if different than above
8. An annual verification of the name and address of the parent and the residence of the student
9. Entering and leaving date of each school year and for any learning periods or courses taken during each year, half year, summer or quarter
10. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
11. Verification of or exemption from required immunizations
12. Date of high school graduation or equivalent

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled or intends to enroll. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

- *"Mandatory Interim Student Records"*: Must be maintained until judged to be disposable defined as "when the student leaves the charter school or when their usefulness ceases." These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:
  1. A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible student, or a dependent adult student, or an adult student, or the custodian of records.
  2. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
  3. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
  4. Language training records
  5. Progress slips and/or notices
  6. Parental restrictions regarding access to directory information or related stipulations.
  7. Parental or adult student rejoinders to challenged records and to disciplinary action
  8. Parental authorizations or prohibitions of student participation in specific programs
  9. Results of standardized tests administered within the preceding three years

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled or intends to enroll. If the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

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- *“Permitted Student Records”*: may be maintained and may be destroyed when their usefulness ceases or after six (6) months following the student’s completion or withdrawal from school. These records are defined as:
  1. Objective counselor and/or teacher ratings
  2. Standardized test results older than three years
  3. Routine discipline data
  4. Verified reports of relevant behavioral patterns
  5. All disciplinary notices
  6. Attendance records not covered in the 5 CCR § 400

Permitted student records may be forwarded upon a request by a public or private school in which a student is enrolling. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

\*\*\*\*

A copy of the complete Policy is available on the school website.

**Professional Boundaries: Staff/Student Interaction Policy**

Audeo Valley Charter School (*“Charter School”*) recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

**I. PURPOSE AND SCOPE**

It is the purpose of this policy to provide additional specificity to the standards of conduct embodied in the Charter School code of ethics-related rules and regulations so that staff members clearly understand the prohibitions and behavior boundaries which must govern their conduct towards students. (For purposes of this Policy, staff includes all school employees—certificated or classified; coaches or advisors; full-time or part-time, and independent contractors and volunteers).

The rules of conduct set forth in this Policy are not intended to serve as an exhaustive delineation of requirements, limitations, or prohibitions on staff conduct and activities established by this school. Rather, the components of this Policy serve to:

- (1) Alert staff about some of the more sensitive and often problematic matters involved in faculty/staff student relationships.
- (2) Specify boundaries related to potentially sexual situations and conduct—the crossing of which is contrary to accepted norms of behavior and in conflict with the duties and responsibilities of staff.
- (3) Provide staff members with clear guidance in conducting themselves in a manner that reflects high standards of professionalism. (It is important for Charter School to maintain a school-wide culture in which students and staff understand their responsibilities to report sexual misconduct without fearing that school leaders will betray them if they do. In order to prevent sexual abuse and exploitation, students and

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Adopted/Ratified: May 13, 2009¶  
Amended Date: February 17, 2021¶

**Deleted:** The Board of Directors of Student Success Programs, Inc. hereby adopts this Staff/Student Interaction Policy to apply to Audeo Charter School (1) and Charter School of San Diego, hereafter collectively referred to as “Charter School.”¶

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staff must know that the administration will investigate reports about possible misconduct.)

- (4) Clarify that improper action will have significant consequences.
- (5) Provide an environment that empowers students to identify actions that appear to have crossed boundaries.
- (6) Define the process that Charter School will use for addressing potential improper conduct.
- (7) Preserve student and staff privacy rights during any pending investigation.

## II. BACKGROUND AND GENERAL POLICY PROVISIONS

Actions by staff members that are inconsistent or in conflict with the values established by Charter School can harm students, staff members, and the school's operation; therefore, such actions are unacceptable. It is the policy of this school that all school staff conduct themselves at all times in a manner that reflects the ethical standards consistent with the rules contained in this Policy and otherwise proclaimed by this school.

The provisions herein are intended to guide all Charter School staff members toward conduct that reflects the high standards of behavior and professionalism required of school staff while defining interaction boundaries between students and staff members.

Misconduct by a staff member disrupt the education of other students, sidetrack the instructional focus of the school, and harm the school's legitimacy—all of which threaten the school's future ability to recruit skilled professionals and maintain a credible operation in the eyes of the community. It is critical that staff members study this Policy thoroughly and behave in ways to avoid even the appearance of misconduct.

While all boundaries and/or situations cannot be addressed in a single policy, the issues delineated herein are among those that can be most problematic for staff members and among those that can have the greatest potential for a negative impact on this school and its community. Staff members should seek guidance in their daily conduct from established policies, procedures, and directives as well as through the guidance and recommendations of school leadership. Although this Policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders.

## III. BOUNDARIES

### A. Boundaries Defined

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

### B. Acceptable and Unacceptable Behavior

Some activities may seem innocent from a staff member's perspective, but some of these can be perceived as flirtation or sexual insinuation from a student or parent point of view. The purpose of the

following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students but to prevent relationships that could lead to, or may be perceived as, inappropriate.

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this Policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all staff study this Policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of implementing “personalized, education programs to facilitate student achievement,” student/staff interaction has boundaries regarding the activities, locations, and intentions.

**Unacceptable Staff/Student Behaviors (Violations of this Policy)**

This list, and any subsequent lists, are not meant to be all-inclusive, but, rather illustrative of the types of behavior addressed by this Policy.

- 1. Giving gifts to an individual student that are of a personal and intimate nature.
- 2. Kissing of ANY kind.
- 3. Any type of unnecessary physical contact with a student in a private situation.
- 4. Intentionally being alone with a student away from the school.
- 5. Making, or participating in, sexually inappropriate comments.
- 6. Sexual jokes, or jokes/comments with sexual double-entendre.
- 7. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
- 8. Listening to or telling stories that are sexually oriented.
- 9. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- 10. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

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**Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission**

- 1. Giving students a ride to/from school or school activities without parent permission (only in “emergency” situations).
- 2. Being alone in a room with a student.
- 3. Allowing students in your home.

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**Cautionary Staff/Student Behaviors**

- 1. Remarks about the physical attributes or physiological development of anyone.
- 2. Excessive attention toward a particular student.
- 3. Sending e-mails, text messages, social media responses, or letters to students if the content is not about school activities.

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**Acceptable and Recommended Staff/Student Behaviors**

1. Getting parents' written consent for any after-school activity on or off campus (exclusive of tutorials).
2. Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions.
3. E-mails, text-messages, phone conversations, and other communications to and with students must be professional and pertain to school activities or classes. (Communication should be initiated via school-based technology and equipment.)
4. Keeping reasonable space between you and your students.
5. Stopping and correcting students if they cross your own personal boundaries.
6. Keeping parents informed when a significant issue develops about a student.
7. Keeping all discussions with students professional.
8. Asking for advice from senior staff or administrators if you find yourself in a difficult situation related to boundaries.
9. Involving your supervisor if conflict arises with a student.
10. Informing your supervisor and/or Support Team (coordinators and directors) about situations that have the potential to become more severe.
11. Making detailed notes about an incident that could evolve into a more serious situation later.
12. Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers.
13. Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator).
14. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student.
15. Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high-five's, and handshakes are appropriate.
16. Keeping your professional conduct a high priority during all moments of student contact.
17. Asking yourself if any of your actions which go contrary to these provisions are worth sacrificing your job and career.

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#### **IV. CORPORAL PUNISHMENT**

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

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

B. Examples of PROHIBITED actions (corporal punishment)

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

## V. Reporting

When any staff member, parent, or student becomes aware of a staff member having crossed the boundaries specified in this Policy, they should report the occurrence or suspected occurrence to a supervisor and/or Support Team member promptly. All reports shall be confidential. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Staff must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse. Please note that employees of the Charter School are mandated reporters under California state law, and are thus legally bound to report suspected abuse or neglect of a student.

## VI. Investigating

A supervisor and/or Support Team member will promptly investigate and document the investigation of any allegation of inappropriate conduct per this Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s), including any potential witnesses, to the extent practical and appropriate under the law. The investigating supervisor shall promptly notify the Administrator of Instructional Services that an investigation is in progress; the Administrator of Instructional Services, in turn, shall notify the Executive Director of the existence and status of any investigations. Upon completion of any such investigations, the Administrator of Instructional Services shall direct the investigating administrator to report to the Executive Director any conclusions reached. The investigating administrator may consult with Charter School legal

counsel, as appropriate, prior to, during, and after conducting any investigation.

#### **VII. Consequences**

Staff members who have violated this Policy will be subject to appropriate disciplinary action, and, where appropriate, will be reported to authorities for potential legal action.

#### **VIII. Training**

This document shall be discussed with and acknowledged by all Charter School employees as part of their initial employment and again, on an annual basis, as part of on-going training for all Charter School employees. A copy of this acknowledgement will be placed into each Charter School employee's personnel folder. In addition, appropriate portions of this Policy and related information will be incorporated into on-going Charter School communications thrust to underscore the continuing importance that Charter School places on student/staff interaction.

\*\*\*\*

## Holidays and School Breaks

<b>Independence Day (observed)</b>	<u>July 5, 2021</u>
<b>Labor Day</b>	<u>September 6, 2021</u>
<b>Veterans Day</b>	<u>November 11, 2021</u>
<b>Thanksgiving Holiday</b>	<u>November 22-26, 2021</u>
<b>Winter Break</b>	<u>December 18, 2021 – January 2, 2022</u>
<b>Martin Luther King, Jr. Day</b>	<u>January 17, 2022</u>
<b>Presidents' Day Holiday</b>	<u>February 18 – 21, 2022</u>
<b>Spring Break</b>	<u>March 28 – April 1, 2022</u>
<b>Memorial Day</b>	<u>May 30, 2022</u>

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¶ Labor Day September 7, 2020¶

¶ Veterans Day November 11, 2020¶

¶ Thanksgiving Holiday November 26-27, 2020¶

¶ Winter Break December 21, 2020 – January 1, 2021¶

¶ Martin Luther King, Jr. Day January 18, 2021¶

¶ Presidents' Day Holiday February 12 – 15, 2021¶

¶ Spring Break March 29 – April 2, 2021¶

¶ Memorial Day May 31, 2021¶

## Welcome to Grossmont Secondary School *Transforming Lives*

You are enrolled in one of the best charter schools in California. At Grossmont Secondary School ("GSS," the "School," or the "Charter School") we focus on academic improvement, high caliber teaching, and safe and supportive learning environments. By developing our students into role models, we can achieve educational reform!

This booklet offers an overview of the expectations we have of our students and parents and key information for the success of students at GSS. Our students' progress and academic achievement is important to us. We ask that students and parents commit to working closely with your teachers. They will guide you toward the achievement of the goals you have identified as your own.

GSS is proud to offer safe and supportive environments that are conducive to learning. Teachers are trained to focus on specific student needs, and parent involvement is welcomed. Our school's standards and expectations are high. We provide the best available materials and a school culture that is positive, supportive, and committed to putting kids first. Our "university model" is an excellent preparation for future study.

We look forward to working with our new students. Please do not hesitate to keep in touch with us and let us know how we are doing.

## Official School Correspondence

All correspondence for the school and its staff should be mailed to:

111 Fletcher Parkway  
El Cajon, CA 92020

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**Steps to Success (Student Learner Outcomes--SLOs)****Inside Back Cover****Contact Information****Back Cover**

## About Our School

[Grossmont Secondary School \(GSS\)](#) is a public school designed for students who seek an alternative option to the traditional approach to education. Students receive a personalized and rigorous academic experience from a high-quality staff in a safe and supportive environment. As a charter school, [GSS](#) is a school of choice, with open enrollment policies that serve a diverse student community. The flexible scheduling and around-the-year calendar better serves many students who seek a non-traditional environment in which to learn. [Grossmont Secondary School](#) serves students in grades 7-12.

### Core Competency: Transforming Lives

#### Mission - Why We Exist

- To implement personalized educational programs to facilitate student achievement.
- To provide a prototype for changing the way teachers teach and students learn in the future.

#### Vision - What We Strive to Be

- An educational option that offers a personalized instructional program that demonstrates positive outcomes for each student.
- A prototype for educational reform that creates instructional, service, organizational, and governance role models.
- A collaboration of efforts that improve the quality of life for students, their families, our employees, and the Southern California community-at-large.

#### Values - How We Do Our Work

- Kids come first.
- Education is personalized, individualized and high quality.
- Highly professional individuals are accountable for their work, and are independent, self-motivated, high-energy people who speak for themselves.
- We create a positive, challenging environment that is centered on teaching and learning.
- People-centered teams focus on supporting quality teaching and learning.
- Manage the school with proven business principles focusing on continuous improvement.
- Performance is measured on a variety of indicators that include productivity, credit ratio, auditability, quality, performance, and commitment to the vision of [Grossmont Secondary School](#).

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## Instructional Program

Our school is accredited by the Western Association of Schools and Colleges ("WASC"). At [GSS](#), students receive a rigorous curriculum based on the California Common Core standards. We provide University of California ("UC") approved courses for those students planning to attend a UC or California State University ("CSU") school after the completion of high school. Additionally, we offer National Collegiate Athletics Association ("NCAA") - approved

courses for students who are interested in pursuing NCAA athletic scholarships. Our “university model” is an excellent preparation for future studies.

The primary method of instruction is independent study supplemented with in-person participation at one of our Resource Centers. Each [GSS](#) Resource Center location provides a professional, quiet environment for one-on-one learning with a credentialed teacher who is available on-demand. Resource Centers are located at major retail centers or office buildings and [may](#) include work-study employment opportunities. Guest speaker events, tutoring, and field trips are also available. These activities are a required part of the curriculum and provide opportunities for basic skills development, career exploration, higher-level thinking skills, interpersonal relationship skills, and enrichment within the core curriculum. This method of instruction is very similar to university studies in which students take one course at a time and are required to take charge of their education.

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Upon enrollment, a credentialed “On-Demand” teacher is assigned to each student who, in collaboration with the student and parents, assesses the student’s current needs and goals and creates a plan for rapid advancement, focusing solely on one or two subjects at a time. Assigned to each student for a full year or more, the teacher supervises all subjects studied, and is personally held accountable to inspire and produce self-motivated and self-disciplined students who succeed not only academically, but also socially through teamwork and community service. As a result, On-Demand teachers adjust assignments to align with the goals and interests of the student and also personally act as necessary to ensure achievement. For example, if a student is late to an appointment, teachers contact either the student or the parents within minutes to identify and address any needs and teach accountability.

To further support students working on courses in core subject areas (English, mathematics, sciences, social science, and the fine and practical arts), additional certificated teachers with subject-matter expertise are available to students at their assigned Resource Center, via email or telephone within 24 hours.

[GSS](#) also offers a blended learning option for its students. Blended learning is a formal educational program in which a student learns at least in part through online delivery of content with some element of student control over time, place, path, and pace. This option allows students to complete the majority of their academic coursework at home.

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Upon enrollment, a Pathways Personalized Education Plan (“PPEP”) is prepared by a school counselor that outlines high school graduation requirements. This PPEP is delivered to the teacher. The student, parents/guardians, and teacher complete the planning with a discussion of the student’s short and long-term goals, transcripts from previous schools, learning styles, current interests, academic achievement, career interests, skills development, and standardized test scores. The PPEP is reviewed and updated by the parents, student, and teacher on a regular basis throughout the student’s enrollment.

Students study one or two subjects/courses at a time and are expected to complete an average of one course every three-to-four weeks. Within these parameters students can progress at an individualized pace, receiving tutoring or enrichment as needed.

[GSS](#) students earn course credits and attendance by successfully completing the prescribed lessons that demonstrate mastery of the state standards.

The student’s primary academic support person for student success is the teacher. The teacher becomes fully acquainted with his/her students, their families, and other factors that affect their learning and academic success. In addition to the services provided by staff, [GSS](#) has many partnerships and alliances to provide community resources for students and their families.

### **Home/School Partnership**

The most important relationship we build is the one between the teacher, student, and the student’s family. [GSS](#) encourages parent/guardian involvement through the monitoring of his/her student’s regular and required attendance of Resource Center appointments, completion of high-quality work according to scheduled dates, and attendance on testing days and field trips. With parents actively involved in their student’s lives, we can create a successful learning environment.

Two-way communication between all staff and parents is a building block for student success. Teachers are available for parent-student conferences, phone calls, interventions and home visits. In addition, there are scheduled opportunities throughout the year for dialogue. These opportunities include Open House nights, master agreement signings, college information meetings, and senior meetings. A climate that continually promotes open communication and dialogue is expected and supported.

**Parent Involvement Policy**

The Charter School aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act (“ESEA”). The Charter School staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success.

**Title I Parent Involvement Policy**

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Grossmont Secondary School (“Charter School”) recognizes the parents/guardians are their children’s first and most influential teachers and the sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Executive Director or designee shall work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in school 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.

Each year the Executive Director or designee shall identify objectives of the school’s parent involvement. He/she shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program .

The President or designee shall ensure that the parent involvement strategies are established and implemented.

The Title I Parent Involvement Policy was updated and developed in collaboration with parents of Title I students. Parents participated in the development process through surveys and meetings at the Resource Centers. The data collected from parents yielded important feedback on ways to successfully engage parents and improve the parent involvement practices. Parents expressed the following themes:

- Parents can provide input and receive communication from staff through various programs and activities.
- Parents feel involved in their child’s education through various programs and activities.
- Parents report having frequent communication with instructional staff.
- Parents want to continue to access resources and trainings on how they can better support their children’s achievement and performance at school and at home.
- Parents want to continue to have safe, supportive, and innovative Resource Centers.

These recommendations above are integrated throughout this Title I Parent Involvement Policy and reinforce the core belief that parents are our equal partners in ensuring the success of all students.

The Title I Parent Involvement Policy will be annually distributed to parents by including the policy in the handbook, making the policy available on the website and at the Resource Centers. This Policy describes the means for carrying out the following Title I parental involvement requirements.

**Charter School Expectations and Objectives**

In establishing the Charter School's expectations and objectives for meaningful parent and family involvement, Charter School has established the following practices:

1. Charter School involves parents and family members in the joint development of the Charter School's Parent and Family Engagement Plan.
  - Parents have the opportunity to provide input and feedback on engagement through the School Site Council, English Language Advisory Committee, Open House, Senior Exit Orientations, and teacher-parent meetings. In addition, parents provide feedback on engagement through the annual LCAP development process and surveys.
2. Charter School provides the coordination, technical assistance, and other support necessary to assist and build the capacity within the Charter School in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education.
  - Parent have the opportunity to regularly communicate with their student's teacher on a variety of involvement opportunities to ensure academic success of their child and the school. Teachers are communicating daily, weekly, and monthly with parents on overall school progress. In addition, the school provides Open House and Parent Information sessions on a variety of school achievement topics through Altus University and the College and Career Week.
3. Charter School coordinates and integrates parent and family engagement strategies to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs.
  - Parents have the opportunity to participate in the development of the LCAP and title funding recommendations in School Site Council and English Language Advisory meetings and surveys. Teachers are in constant communication with parents regarding their feedback on all aspects of the program.
4. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the Policy in improving the academic quality at the Charter School.
  - Through regular communication with parents at each resource center, annually parent surveys, parent stakeholder meetings, school website, school publications, and social media parents input and feedback is sought after and deemed essential by the school for improvements in academic results.
5. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of barriers to greater participation by parents/families (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background).
  - The school has designated the Equity and Inclusion department to ensure outreach efforts are being made to all parents representing all student groups. Potential barriers to parent participation are discussed at teacher meetings, resource center meetings, School Site Council meetings, and English Language Advisory meetings to ensure all parents can participate as needed.
6. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of the needs of parents and family members to assist with the learning of their children, including engaging with Charter School personnel and teachers.

- Teachers are required to reach out to all parents in a variety of methods (in-person, phone, email, text, letters, home visits) to ensure their involvement. In addition, the school provides several Parent Involvement presentations throughout the year through Altus University.
7. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of strategies to support successful Charter School and family interactions.
    - Staff is in constant communication with parents to review all involvement opportunity and strategies. Teachers are specially trained to involve parents in a variety of ways. The school reviews monthly data on outreach efforts and compares it with academic outcomes to ensure the success of every student. Any modifications in parent outreach and involvement strategies are quickly adopted as appropriate.
  8. Charter School uses the findings of the annual evaluation to design evidence-based strategies for more effective parental and family engagement, and to revise, if necessary, the Parent and Family Engagement Policy.
    - Monthly and annual reviews of student results allow the school to incorporate improvement and/or new parent and family engagement strategies as needed. Monthly intervention reports are published, disseminated, and reviewed to ensure the success of every student. New strategies to better engage parents are discussed in a variety of forums with parents and staff to ensure applicability.
  9. Charter School involves parents in the activities of the Charter School to adequately represent the needs of the population.
    - All parents have the opportunity to participate as a member of the School Site Council. They also have the opportunity to provide feedback directly to school staff in the resource center meetings or through the annual LCAP development process.

#### **Involvement of Parents in the Title I Program**

To involve parents in the Title I program, the following practices have been established:

1. Conduct an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program.
  - In the fall, an annual meeting will be held to share with parents a description of the Title I program and its requirements.
2. Offer a flexible number of meetings for Title I parents, such as meetings in the morning or evening.
  - The Resource Centers are open from 7am-7pm daily. Teachers schedule meeting with parents based on parent availability.
3. Involve parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I programs and the Title I parental involvement policy. \*
  - The Title 1 Parent Information Meeting is held prior to Open House Events.
  - The 1st School Site Council Meeting focuses on our parent involvement policy and Title 1 Program.
  - Parents are invited to participate in School Site Council Meetings to discuss Title 1 Policies.
4. Provide parents of Title I students with timely information about Title I programs.

- Parents receive the Title 1 Parent Involvement Policy upon enrollment with receipt of the Parent Handbook.
  - The Title 1 Parent Meeting is held in the fall of each school year.
5. Provides parents of Title I students with an explanation of the curriculum used at the School, the assessments used to measure student progress, and the proficiency levels students are expected to meet.
- Open House Events and Senior Night Events provide detailed information and explanations of curriculum, assessments, and proficiency levels.
  - School Site Council Meetings provide a forum to review school wide progress by grade level and student groups.
  - Parent conferences (each semester), and meetings upon request, provide detailed feedback on student progress, proficiency levels, and assessment data.
6. If requested by parents of Title I students, provide opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children.
- Parents receive monthly Resource Center calendars detailing parent involvement opportunities.
  - Parents can request meetings with a school administrator to answer questions, make decisions, and develop goals.
  - Parent emails and contacts are responded to in 24 business hours.
  - An administrator will meet with parents and teachers during intervention meetings to discuss achievement of Title 1 students.

\*The policy must be updated periodically to meet changing needs of parents and the School. If the School has a process in place for involving parents in planning and designing the School's programs, the school may use that process if it includes adequate representation of parents of Title I children.

#### **Home-School Compact**

The Home-School Compact will be distributed to parents of Title I annually. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

- The Schools responsibility to provide high-quality curriculum and instruction to meet the challenging State academic standards.
- The ways parents will be responsible for supporting their children's learning, volunteering in the Resource Center, and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time.
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe Resource Center activities and ensuring regular communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.

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The Home-School Compact was developed by the School Site Council and is annually updated by the School Site Council.

### **Building Capacity for Involvement**

The School engages Title I parents in meaningful interactions with the School. The School supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the following practices have been established.

1. Title I parents are provided with assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the achievement of their children.
  - Open House and Senior Night events are held during the school year with a specific focus on understanding Common Core Standards and Smarter Balanced Assessments.
  - Parent and teacher mid-year conferences focus on how to monitor and improve student academic skills and how to prepare for assessments.
2. Title I parents are provided with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement, to help them work with their children to improve their children's achievement.
  - Provide online enrichment and instructional materials that parents can use at home with their children (Achieve 3000, BrainPOP, BrainPOELL).
  - Provide resources on the School's website for parents to use in supporting their students' academic, health, social and emotional needs.
  - Offer Parent Courses through Altus University that address topics in high demand among parents based on annual survey.
3. With the assistance of Title I parents, the School educates staff members about the value of parent contributions, and in how to reach out, communicate with, and work with parents as equal partners to implement and coordinate parent programs and build ties between parents and the School.
  - Parent engagement is a focus of the annual needs assessment.
  - Parental involvement is a key feature of the teacher training program.
4. Coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent conferences, to encourage and support parents in more fully participating in the education of their children.
  - Parent courses are offered through Altus University on specific topics that parents have requested.
  - English Learner Advisory Committee Meetings
  - Parents are encouraged to participate in as members of a community panel for students presenting their senior portfolio.
5. Distribute information related to School and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.
  - Spanish is the most prevalent language, other than English, spoken by parents in the School community. Presentations, information, and resources are translated and/or presented in Spanish.
  - Provide translation services in other languages, as requested, on important school information.
6. Provide support for parental involvement activities requested by Title I parents.



- Consider support for parental involvement activities requested by Title I parents wherein the requests align with the vision, mission, and values. Additional factors of consideration include: fiscal feasibility, operational feasibility, and cost/benefit analysis.

### **Accessibility**

Provide opportunities for the participation of all Title I parents and family members, including parents/family members with limited English proficiency, parents/family with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents/family understand, including by:

- Presentations, Information, Resources, and materials are translated and/or presented in the multiple languages of participants.
- Staff meetings with parents individually and in small groups to ensure parent participation and understanding of information.
- Providing information in person, online, and via mail in various formats.

\*\*\*\*

A copy of the Charter School's complete Policy is available on the website.

### **Attendance, Lessons, and Course Credits**

Unlike traditional schools where attendance is measured by being physically present in a classroom, [GSS](#) measures attendance by completion of a work product, a student's average daily attendance ("ADA") is determined by the professional judgment of the teacher as it relates to the time spent on the successful completion of each lesson. Students are expected to complete an average of 12 courses every 12 months at an acceptable level of competency to demonstrate learning and proficiency of state standards. To meet this expectation at [GSS](#), students should complete an average of 7 assignments per week and complete 1 semester course in 3-to-4 weeks.

A complete copy of [GSS](#)'s Independent Study Policy is available on the school website.

### **Year-round School Year**

[GSS](#) has a year-round school year that is designed to maximize the amount of days and time that a student is able to earn credits. (See school holiday calendar on [the](#) School's website.)

### **Student Assessments**

Students at [GSS](#) are part of the public school system in the State of California. Participating in the state testing system is a requirement. All students must take state mandated assessments which include the California Assessment of Student Performance and Progress ("CAASPP"), English Language Proficiency Assessments for California ("ELPAC"), and Physical Fitness Test scheduled throughout the school year. Additionally, all students who enroll in our [GSS](#) program take the school mandated NWEA Measures of Academic Progress ("MAP"). These tests are very critical. They tell us how students are progressing in their learning.

[GSS](#) staff members are dedicated to making sure students receive the instruction they need to do well on these tests to demonstrate learning. Students are offered many opportunities for special assistance if it is needed. These opportunities include diagnostic assessment and one-to-one tutoring. Please review your student's test results and be sure he or she is working on improving his/her weak areas. It is important that we work together to help your student succeed.

If you have any questions about testing and/or a specific test you may contact your student's teacher. The table below provides basic information about the standardized tests and approximate administration dates. Additional information about state tests is posted on the California Department of Education ("CDE") website at <http://www.cde.ca.gov/ta/tg>.

### **California Assessment of Student Performance and Progress ("CAASPP")**

The School shall annually administer required state testing to the applicable grades (e.g., the CAASPP).

Assessments		Subject(s)	Grade Level(s)	Approximate Dates
NWEA Measures of Academic Progress (MAP)		Reading, Language Usage, Mathematics	7-11	Sept.-Oct. & March-April
English Language Proficiency Assessments for California (ELPAC)		English Language-Reading, Writing, Listening and Speaking	7-12 English Learners	February-March
Physical Fitness Test (PFT)		Physical Fitness Evaluation	7, 9	February
California Assessment of Student Performance & Progress (CAASP)	Smarter Balanced	English Language Arts, Mathematics	7-8, 11	May-June
	California Standards Tests (CST)/California Modified Assessment (CMA)	Science	8, 10	May-June

GSS High School Graduation Options

GSS provides multiple graduation options for our students. As part of our pathways personalized education plan, we seek to ensure that our students pursue the best option for their needs. The staff at GSS is dedicated to offering many opportunities for students to succeed. GSS offers three options for graduation:

- 1. Option 1 High School Diploma
- 2. Option 2 High School Diploma
- 3. HiSET Option

Option 1 High School Diploma

Students graduating with an Option 1 High School Diploma from GSS must complete 42 Semester Credits in grades 9-12. GSS's graduation requirements may fulfill the UC and CSU admissions requirements. Items that have an asterisk (\*) are the courses that UC or CSU-bound students should take.

GSS High School Graduation Course Requirements

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English (8 semester credits)		Mathematics (6 semester credits)	
<u>4 credits - English 1-4*</u>		<u>2 credits - Algebra or Integrated Math 1</u>	
<u>2 credits - American Literature* or Honors American Literature*</u>		<u>2 credits - Geometry or Integrated Math 2</u>	
<u>2 credits - World Literature*, Contemporary Voices in Literature*, English Literature*, AP English Language &amp; Composition*, AP English Literature &amp; Composition*</u>		<u>2 credits - Intermediate Algebra* or Integrated Math 3</u>	
<u>*4 years required</u>		<u>2 credits - Pre-calculus* or Honors Pre-calculus</u>	
		<u>2 credits - Statistics*</u>	
		<u>*3 years required, 4 years recommended</u>	
Science (4 semester credits)		History-Social Science (6 semester credits)	
<u>2 credits - Physical Science (Earth Science, Physics*, Chemistry*, or Honors Chemistry*)</u>		<u>2 credits - World History*, Geography &amp; Economics*</u>	
<u>2 credits - Life Science (Biology*)</u>		<u>2 credits - US History* or Honors US History*</u>	
<u>*2 years required, 3 years recommended</u>		<u>1 credit - Government*</u>	
		<u>1 credit - Economics</u>	
		<u>2 credits - AP Human Geography (elective)</u>	
General Electives (9 semester credits)	Physical Education (4 semester credits)	Pathways Portfolio (1 semester credit)	
<u>Students have the option of choosing from a wide range of general elective options.</u>	<u>All students will complete 4 semester credits of Physical Education.</u>	<u>All students must present a senior portfolio (met through the Pathways Exhibition course).</u>	
<u>UC/CSU: 2 credits - Approved electives in the same area</u>			
<b>World Language OR Visual/ Performing Arts (2 semester credits)</b>			
<u><b>Option A:</b></u>	<u><b>Option B:</b></u>	<u><b>UC/CSU Option:</b></u>	
<u>2 credits - World Language (both semesters must be the same language)</u>	<u>2 credits - Visual/Performing Arts</u>	<u>4 credits - World Language (all semesters must be the same language; 2 years required, 3 years recommended)</u>	
		<u>2 credits - Visual/Performing Arts (both semesters need to be the same course)</u>	
<b>CTE/Service Learning/WEE (2 semester credits)</b>			
<u><b>Option A:</b></u>	<u><b>Option B:</b></u>	<u><b>Option C:</b></u>	
<u>2 credits - CTE (Career Technical Education)</u>	<u>2 credits - Service Learning (120 hours total of community service)</u>	<u>2 credits - Work Experience Education (240 hours of paid employment)</u>	
<b>Grade Point Average (GPA)</b>			
<u>All students must have a weighted GPA of 2.0 or higher in scholarship based on coursework completed in grades 9-12.</u>			
<u>*Courses required for UC/CSU Admissions. Students planning on applying to a UC or CSU can request a meeting with a college counselor to develop a course plan.</u>			

### ***Option 2 High School Diploma***

Our Option 2 High School Diploma seeks to assist those students who will have reached their 18th birthday by the graduation deadline and have at least 26 credits in the required courses and a minimum 2.0 GPA in those courses designated for the state of California Option 2 diploma.

### Eligibility Criteria

The eligible student is at least 17 and has less than 20 credits. Option 2 allows students to obtain a high school diploma, participate in vocational training and/or attend the community college of their choice. The process is

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selective and is monitored by the AUDEO Option 2 Committee, consisting of school counselors, learning leads, administrators, and/or teacher representative.

Admission Requirements and Process

- Student must be enrolled at [GSS](#) and must be earning credits at the rate of one per month, with a minimum attendance rate of 75% per month.
- The teacher/school counselor recommends student for Option 2 diploma.
- School counselor meets with parent, teacher, and student to review eligibility of requirements.
- The teacher presents the student records, which includes parent consent documents, to the [GSS](#) Option 2 Committee, outlining why this option best meets the needs of this student.
- [GSS](#) Option 2 Committee may decide to accept the recommendation of the teacher or may decide to deny the request to admit the student as a candidate for this diploma.
- When the student is accepted as a candidate, the School counselor develops a new course plan.

Additional requirements include:

- Senior Exhibition
- One year of Career Technical Education, service learning, or work experience education

HiSet Option

The new HiSet, one of the new state approved High School Equivalency Exams, is included as an option for students to finish their secondary education with "Completer" status. [GSS](#) students will be able to take the HiSET on-site at a [GSS](#) resource center, exclusively open to GSSGSS students. It is a web-based exam. If you are interested in this option, please contact your teacher and counselor.

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Option 2 Graduation Course Requirements

English (6 semester credits)		Mathematics (4 semester credits)	
English 1,2 or higher		Including Algebra 1, 2 OR Integrated Math 1, 2 or higher	
Science (4 semester credits)		History - Social Science (6 semester credits)	
Including Biology 1, 2, and one year of a physical science		World History	
		Geography & Economics 1, 2	
		US History 1, 2	
		Government 1	
		Economics 1	
General Electives (1 semester credit)		Pathways Portfolio (1 semester credit)	Physical Education (4 semester credits)
Recommended courses from our current General Electives list		All students must present a senior portfolio (met through the Pathways Exhibition course).	All students will complete 4 semester credits of Physical Education.
World Languages and Visual/Performing Arts (2 semester credits)			

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<b>Option A:</b> 2 credits - World Language (both semesters must by the same language)	<b>Option B:</b> 2 credits - Visual/Performing Arts	
CTE/Service Learning/WEE (2 semester credits)		
<b>Option A:</b> 2 credits - CTE (Career Technical Education)	<b>Option B:</b> 2 credits - Service Learning (120 hours total of community service)	<b>Option C:</b> Work Experience Education (240 hours of paid employment)
Grade Point Average (GPA)		
Students must have a minimum GPA of 2.0 in the required courses for Option 2.		

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## College Admission Requirements

At GSS, we provide a rigorous curriculum that prepares students for higher education. The admission requirements to the local community colleges, CSU, and UC are listed in the table below.

For more information about the college entrance requirements and exams, contact the college counselor (with assistance from your teacher as needed) and/or visit the following websites:

[www.act.org](http://www.act.org) or [www.collegeboard.org](http://www.collegeboard.org)

Elements	Community College	California State University (CSU)	University of California (UC)
High School Education	Diploma, GED, or CHSPE	Diploma (including UC/CSU-approved coursework)	Diploma (including UC/CSU-approved coursework)
GPA	Any	Calculated from UC a-g list courses taken after 9th grade	Calculated from UC a-g list courses taken after 9th grade
Entrance Exams	No entrance exam; assessments for course placement	ACT or SAT Reasoning Test with Reading & Math	ACT Assessment plus Writing <b>OR</b> SAT Reasoning Test with Critical Reading, Math & Writing

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## NCAA Eligibility

The NCAA Eligibility Center has launched a new website at [ncaa.org/student-athletes/future](http://ncaa.org/student-athletes/future) to help high school student-athletes successfully transition to college. The enhanced online content gives student-athletes and

counselors a broad look at the initial eligibility process and detailed information about common eligibility situations.

The new content is part of the NCAA Eligibility Center's continuing response to customer requests for key pieces of information student-athletes should know as they consider college. Student-athletes are guided through current and upcoming initial eligibility requirements, recruiting guidelines, and timelines for staying on track in high school. Additional webpages address initial eligibility situations unique to international, home-school and non-traditional students.

A wide range of frequently-asked questions addressing issues from academic and amateurism eligibility to high school and core-course review are easily searchable and will be expanded in the future.

To ensure your student is taking the right courses for NCAA eligibility, please contact your student's teacher/counselor.

### ***Grant Program Notice***

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

### ***Grade Suppression***

Students wishing to suppress a "D" or "F" grade earned from a GSS - approved accredited school or district outside of GSS must repeat the same course/s based on course descriptions from the school or district where the course/s originated. The course/s must be approved by a school counselor or administrator.

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### ***Grade Validation***

If a student earns an "F" grade for the first semester of a year-long course but earns a passing grade of "C" or better for the second semester of that same course, credit shall be assigned for both semesters and a passing grade of "D" shall be recorded for the first semester. This applies only to students designated as 11th or 12th graders by a school counselor or administrator from GSS.

If a student earns a passing grade for the first semester of a year course and an "F" grade for the second semester of that course, credit (and passing grade) shall be allowed for the first semester only. The second semester "F" grade shall be recorded as a final grade.

GSS will accept for credit full or partial coursework satisfactorily completed by a pupil while attending a public school, juvenile court school, a school in a country other than the United States, and/or nonpublic, nonsectarian school or agency.

### ***College Course Credit***

With school counselor or administrator approval, college courses may be taken in lieu of high school courses. One 2-unit college course is equivalent to two semesters of high school credit.

### ***Graduating Class Year Determination***

Students who satisfy graduation requirements by the end of July of the school year (i.e., 21-22, 22-23, etc.) will be designated graduates of the school year.

Students who did not complete all the graduations requirements by the end of July will receive their diploma with the next year's graduating class.

### ***Graduation Ceremony***

Graduation is a special and dignified event. GSS commencement ceremonies are typically held at the beginning of June. Graduation is a privilege not a right.

Students wishing to participate in a graduation ceremony from AUDEO must complete the following requirements:

- Complete all stated requirements for a high school diploma, **OR** complete all stated requirements for the California High School Proficiency Exam ("CHSPE"), **OR** complete all requirements for and pass all portions of a High School Equivalency Test (General Education Development ("GED") or HiSET that has been approved by the State Board of Education and the CDE.
- Attend a Senior Exit Orientation.
- Complete all requirements by the official due dates as listed on the Annual Master School Calendar.
- Attend both graduation rehearsals.
- Follow all graduation ceremony rules and regulations.

#### **Graduation Ceremony Expectations**

- The graduates must wear the designated cap and gown.
- Acceptable clothing:
  - Tops: white collared dress shirt with a tie, blouse
  - Bottoms: dark slacks (not jeans), skirt, dress, pant-suit (no jeans).
- No decorations on caps or gown are permitted.
- Dress appropriately for the occasion.
- No flip-flops or tennis shoes are permitted.
- Dress shoes are encouraged.
- No air-horns, beach balls, or anything else that will take away from this dignified event.
- Guests must act appropriately and be respectful of the event and its participants.

#### **Senior Exit Orientation**

Students and a parent or guardian are required to attend this important meeting. During this meeting, graduation requirements are reviewed, and expectations and logistics for the graduation ceremony are presented. Information is also available to prepare parents and students for post high school options, including financial aid filing, scholarship information, college application process (with a focus on post-secondary pathways). Attendance at this meeting may be waived for students who do not plan to participate in a GSS June graduation ceremony.

#### **Pathways: Education with a Purpose**

Upon enrollment at GSS and with support from counselors and teachers, students focus on their future through various *Pathways*. *Pathways* is designed to introduce and engage students in grades 9-12 in formal post-high school planning and to improve student learning and high school completion rates. Working with counselors and teachers, students will focus on post-graduation choices and options, including four-year colleges and universities, community college, military, and vocational studies.

Students are further supported in this explorative process by Naviance, a web-based resource. Naviance provides students and parents access to information from colleges and vocational schools, scholarship and financial aid application tools, extensive career research, and learning styles tools. Targeted student activities are available to support *Pathways*. These include career days, college days, military days, guest speaker events, field trips, work experience, service learning, and internships.

#### **Pathways/Naviance Family Connection**

Our PATHWAYS/Naviance Family Connection program uses a variety of interest and personality type surveys and research tools to help you develop your chosen path. No test, questionnaire, survey, or examination containing any questions about a student's personal beliefs or practices in sex, family life, morality, and religion, or any questions about the pupil's parents' or guardians' beliefs and practices in sex, family life, morality, and religion, shall be administered to any student without written permission from a parent/guardian.

**Do What You Are:** Learn about your personality strengths and gain insight into your educational and career needs.

**Learning Style Inventory:** Learn what environment and methods make learning optimal for you.

**Career Interest Profiler:** Complete a Career Interest Profiler and explore what careers appeal to you.

**Game Plan:** Create targeted goals for after high school, including college interests, athletic programs, chosen references, etc.

**College Search/Lookup:** Lookup schools that you are interested in applying to, compare requirements, school programs, student life, and more.

**Test Scores:** Enter and track your PSAT, SAT I, SAT Subjects Tests, PLAN, and ACT test scores.

**MI Advantage:** Multiple intelligences theory reveals that people employ various intelligences to process information. This assessment empowers students to develop and make optimal use of their strengths in the pursuit of goals and interests, both inside and outside of school.

**Scholarships:** Use several scholarship tools, such as searches, matches, lists, national college searches, and scholarship applications.

**Resume:** Use the resume tool to create your own resume.

### ***Availability of Prospectus***

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

### ***English Learners***

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

### ***Involuntary Removal Process***

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

Upon parent/guardian request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and



witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of the Charter School's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the Student will be disenrolled effective the date of the hearing. If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) days. A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

## Enrollment, Student, & Health Services

### ***Resource Center Transfer Requests***

Students may apply for a transfer to another Resource Center under the following conditions:

- Parent approval
- Student is currently meeting attendance requirements
- Reasonable justification
- Resource Center availability

Contact the teacher to initiate the Resource Center transfer process.

### ***Enrollment/Transfer Process***

Students who choose to discontinue enrollment at GSS may attend other district schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or area of residence.

Student and/or the parent/guardian need to notify the teacher about the desired transfer. The teacher will work with the parent and counselor to process the transfer. Students are expected to continue to meet GSS attendance requirements until the student is officially transferred to the new school.

For any student that transfers to another high school, please be informed that it is as the sole discretion of the new school district or charter school to decide which completed credits they will accept on their transcripts. Additional information can be found at [https://grossmontsecondarycharter.com/wp-content/uploads/2019/10/Charter-School-Complaint-Notice-and-Form\\_SBE.pdf](https://grossmontsecondarycharter.com/wp-content/uploads/2019/10/Charter-School-Complaint-Notice-and-Form_SBE.pdf).

### ***Transcript and Records Requests***

Transcript and educational records requests must be made in writing. Transcript requests may be submitted using the online form found on the School's website, <https://grossmontsecondarycharter.com/request-transcripts/>.

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### **Attendance Verification**

Students and families that need official verification of the student's status (attendance, enrollment, projected graduation dates, etc.) should make a request with their teachers. Parent/ guardian signatures are required before these verifications can be provided. Please allow at least one week lead time.

### **Work Permits**

Work permit applications are available for students who meet and maintain the following eligibility requirements:

- Currently meeting GSS attendance requirements
- 14 years or older
- Parent and teacher approval

Work permit applications can be obtained from the teacher. The application must be filled out completely by the student, parent and employer. Incomplete applications will not be considered. Work permit applications must be returned to the teacher. It will take approximately 3-5 days to receive a temporary 30-day work permit from the school counselor if the application is approved. This is a temporary permit and the Work Permit Office has the right to decline any student from receiving an official approved work permit.

### **Health Program**

Our comprehensive health program is designed to promote wellness and to support the educational mission of our school. The role of the school nurse is to promote student attainment of optimum physical and mental health to achieve student success. Since the student's health status and needs may affect his or her school performance, the school nurse may provide education on health promotion and illness prevention practices, perform mandated health screenings, provide counseling, crisis management, referrals and information regarding community health resources.

### **Health Screenings**

Students are screened for vision, hearing and scoliosis. State-mandated assessments will be provided for the indicated grade levels: 8th and 10th or 11th grade hearing screening and 8th grade vision screening. A wellness screening is also provided for 9th graders: vision screening, blood pressure, nutrition assessment, height, weight, and body mass index. New students and students referred by parents, student or school staff will be assessed as indicated.

Note: A student needs a written parent request to be excused from health assessment screenings. A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Executive Director of the school in which the child is enrolled a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

### **Availability of Health Insurance**

Children—regardless of immigration status (foster youth, pregnant women, and legally present individuals, including those with deferred action for childhood arrivals ["DACA"] status) may be eligible for no- or low-cost Medi-Cal insurance. Medi-Cal covers immunizations, checkups, specialists, vision and dental services, and more for children and youth at no- or low-cost. Medi-Cal enrollment is available year-round.

Covered California is where legal residents of California can compare quality health plans and choose the one that works best for them. Based on income and family size, many Californians may qualify for financial assistance. Enroll during Open Enrollment or any time you experience a life-changing event, like losing your job or having a baby. You have sixty (60) days from the event to complete enrollment. Information regarding the availability of insurance is

provided with enrollment forms and available at: <https://www.allinforhealth.org/>.

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The Charter School shall not discriminate against a student who does not have health care coverage or use any information relating to a student's health care coverage or interest in learning about health care coverage in any manner that would bring harm to the student or the student's family.

### **Health Curriculum and Sexual Health Education**

Health education encompassing nutrition, dental health, disease processes, life skills, community health, physical fitness, drugs, alcohol, and tobacco, mental and emotional health, human reproduction and sexuality, sexually transmitted diseases and HIV/AIDS, peer pressure resistant skills, problem solving and decision making is incorporated into the curriculum.

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

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

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

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

### **Immunizations and Control of Communicable Disease**

California law requires proof of an immunization record from the parent or guardian indicating the student has met all the immunization requirements prior to admission to our school.

Immunization records will be required for all incoming students. Verification of immunizations will be completed

with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. Students will not attend school until all required records have been received. The immunization status of all students will be reviewed periodically. Those students who do not meet the State guidelines may be excluded from school until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

#### **Entering Kindergarten:**

1. Diphtheria, Pertussis, and Tetanus (DTaP) - Five (5) doses Polio - Four (4) doses
2. Measles, Mumps, and Rubella (MMR) - Two (2) doses
3. Hepatitis B (Hep B) - Three (3) doses
4. Varicella (chickenpox) - Two (2) doses

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

#### **Entering 7<sup>th</sup> Grade**

1. Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose
2. Varicella (chickenpox) - Two (2) doses

**NOTE:** In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements for children 7-17 years old (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis), **in addition to** the 7th grade requirements for Tdap and varicella (varicella requirement for seventh grade advancement expires after June 30, 2025). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.

Effective January 2016, Senate Bill 277 eliminated the option of personal belief exemptions for students in public and private schools. Students enrolled in home-based private schools and independent study program who do not receive classroom-based instruction will still need to provide immunization records to their schools before entry. All schools will still need to report to the California Department of Public Health ("CDPH")/Division of Communicable Disease Control the immunization status of all students in kindergarten and 7th grade.

GSS shall cooperate with the CDPH to prevent and control communicable disease in students. Whenever there is good reason to believe a student has a contagious disease, the parent will be contacted and the student will be sent home. The student may return when well and/or released by a physician.

Immunization laws currently in effect may be found at <http://www.shotsforschool.org/laws/>.

A complete copy of GSS's Immunizations Policy is available on the school website.

#### **Diabetes**

GSS provides an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but not be limited to, all of the following: 1. A description of type 2 diabetes. 2. A description of the risk factors and warning signs associated with type 2 diabetes. 3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes. 4. A description of treatments and prevention of methods of type 2 diabetes. 5. A description of the different types of diabetes screening tests available. Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

### ***Administration of Medications Policy***

GSS staff is responsible for overseeing the administration of medication to students attending GSS during the regular school day. It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our students and the legal protection of our employees.

A signed physician's order and written parent permission must be on file for each individual student before licensed school personnel can administer over-the-counter or prescription medication to the student during the school day. Parents should notify school staff of any medications their student is taking on a continuing basis for health conditions, including name, dose, physician phone number, and permission to contact the physician for further information about the medication.

### ***Administration of Medication Policy***

Grossmont Secondary School ("Charter School") staff is responsible for overseeing the administration of prescribed and over-the-counter medication to students during the regular school day. It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our students and the legal protection of our employees.

### **Definitions**

- "Authorized health care provider" means an individual who is licensed by the State of California to prescribe medication.
- "School nurse" means an individual who is currently a credentialed and licensed registered nurse employed by the Charter School.
- "Other designated Charter School personnel" means an individual employed by the Charter School who has (1) has consented to assist/administer medication to students and (2) may legally assist/administer the medication to students.
- "Medication" includes prescription medication, over-the-counter remedies, nutritional supplements, and herbal remedies.
- "Regular school day" includes during school hours, before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one (1) overnight stay from home.

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### **Administration of Auto-Injectable Epinephrine or Inhaled Asthma Medication**

Any student who is or may be required to take, during the regular schoolday, prescription auto-injectable epinephrine ("EpiPen") or inhaled asthma medication prescribed or ordered for the student by an authorized health care provider may carry and self-administer prescription an EpiPen or inhaled asthma medication if Charter School receives both the appropriate written statements as follows:

1. A written statement from the authorized healthcare provider (1) detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and (2) confirming that the pupil is able to self-administer an EpiPen or inhaled asthma medication, and
2. a written statement from the parent, foster parent, or guardian of the student (1) consenting to the self-administration, (2) providing a release for the school nurse or designated school personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and (3) releasing the Charter School and school personnel from civil liability if the self-administering pupil suffers an adverse reaction as a result of self-administering medication.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

A student may be subject to disciplinary action if the student uses an EpiPen or inhaled asthma medication in a manner other than as prescribed.

Any student requiring insulin shots must establish a plan for administration of insulin shots with the Executive Director or designee in consultation with the parent or guardian and the student's medical professional.

#### **Staff Training and Emergency Response**

Additional information about staff trainings and the Charter School's response to emergencies can be located within the Employment Handbook and/or the School Safety Plan.

##### **A. Response to Anaphylactic Reaction**

The school nurse or trained personnel who have volunteered may use EpiPen to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction. Charter School will ensure it has the appropriate type of EpiPen on site (i.e., regular or junior) to meet the needs of its students. The school will ensure staff properly store, maintain, and restock the EpiPen as needed.

The Charter School will ensure any school personnel who volunteer are appropriately trained regarding the storage and emergency use of an EpiPen.

The Charter School will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an epinephrine auto-injector to a person if that person is suffering, or reasonably believed to be suffering from, anaphylaxis. The annual notice shall also describe the training the volunteer will receive.

##### **B. Response to a Diabetic or Hypoglycemic Emergency**

Charter School provides Charter School personnel with voluntary emergency medical training on how to provide emergency medical assistance to students with diabetes suffering from severe hypoglycemia. The volunteer personnel shall provide this emergency care in accordance with standards established herein and the performance instructions set forth by the licensed health care provider of the student. A Charter School employee who does not volunteer or who has not been trained pursuant to this Policy may not be required to provide emergency medical assistance.

Training by a physician, credentialed school nurse, registered nurse, or certificated public health nurse according to the standards established pursuant to this section shall be deemed adequate training. Training established shall include all of the following:

1. Recognition and treatment of hypoglycemia.
2. Administration of glucagon.

3. Basic emergency follow-up procedures, including, but not limited to, calling the emergency 911 telephone number and contacting, if possible, the student's parent or guardian and licensed health care provider.

A Charter School employee shall notify the Executive Director or designee if the employee administers glucagon pursuant to this Policy.

All materials necessary to administer the glucagon shall be provided by the parent or guardian of the student.

In the case of a student who is able to self-test and monitor their own blood glucose level, upon written request of the parent or guardian, and with authorization of the licensed health care provider of the student, a student with diabetes shall be permitted to test their own blood glucose level and to otherwise provide diabetes self-care in the classroom, in any area of the Charter School or Charter School grounds, during any Charter School-related activity, and, upon specific request by a parent or guardian, in a private location.

Designated staff shall establish emergency procedures for specific medical conditions that require an immediate response (i.e. allergies, asthma, diabetes).

#### **Administration of Medication**

Any student who is or may be required to take, during the regular schoolday, prescription medication prescribed or ordered for the student by an authorized health care provider may be assisted by the school nurse or designated Charter School personnel.

In order for a pupil to be assisted by the school nurse or other designated Charter School personnel in administering medication Charter School shall obtain both:

1. A written statement from the student's health care provider detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and
2. A written statement from the parent, foster parent, or guardian of the student indicating the desire that the Charter School assist the student in the matters set forth in the statement of the authorized health care provider.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

The primary responsibility for the administration of medication rests with the parent/guardian, student, and medical professionals.

#### **Storage and Record Keeping**

- All medication will be kept in a secure and appropriate storage location and administered per an authorized health care provider's instructions by appropriately designated staff.
- Designated staff shall keep records of medication administered at Charter School. The medication log may include the following:
  - a. Student's name.
  - b. Name of medication the student is required to take.
  - c. Dose of medication.
  - d. Method by which the student is required to take the medication.
  - e. Time the medication is to be taken during the regular school day.
  - f. Date(s) on which the student is required to take the medication.

- g. Authorized health care provider's name and contact information.
  - h. A space for daily recording of medication administration to the student or otherwise assisting the student in administration of the medication, such as date, time, amount, and signature of the individual administering the medication or otherwise assisting in administration of the medication.
- Designated staff shall return all surplus, discontinued, or outdated medication to the parent/guardian upon completion of the regimen or prior to extended holidays. If the medication cannot be returned, it will be disposed of at the end of the school year.

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For more information on how to obtain and complete an Administration of Medications Form, or to review our complete Administration of Medications Policy, please see the school website.

### ***Free and Reduced-Price Meals***

Pursuant to California Law, the Charter School will provide each student who meets federal eligibility criteria for free and reduced-price meals with at least one free or reduced-price, nutritionally adequate meal per each school day on which the eligible student is scheduled for two or more hours of educational activities at a school site/Resource Center, meeting space or other satellite facility operated by the Charter School.

### ***Student Wellness Policy***

Grossmont Secondary School ("Charter School") adopts this policy to ensure its commitment to the optimal development of every student. Charter School believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year. This policy may be updated from time to time as required to be in compliance with state law, regulation, or administrative directive.

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education and extracurricular activities – do better academically. Finally, there is evidence that adequate hydration is associated with better cognitive performance.

This Policy outlines Charter School's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this Policy establishes goals and procedures to ensure that:

- Students in the Charter School have access to healthy foods throughout the school day—and other foods available throughout the Charter School resource centers—in accordance with Federal and state nutrition standards.
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors.
- Students have opportunities to be physically active before, during and after the school day.
- The Charter School engages in nutrition and physical activity promotion and other activities that promote student wellness.
- Charter School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school.
- The community is engaged in supporting the work of the Charter School in creating continuity between Charter School and other settings for students and staff to practice lifelong healthy habits.

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- The Charter School establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of this Policy and its established goals and objectives.

This Policy applies to all students, faculty, and staff in the Charter School. Specific measurable goals and outcomes are identified within each section below.

**I. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement**

**Implementation Plan**

Using the steps outlined below, the Charter School will ensure the Charter School meets legal obligations regarding implementation of this Policy.

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This Policy and the progress reports can be found on the school's website at [www.grossmontsecondarycharter.com](http://www.grossmontsecondarycharter.com).

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**Recordkeeping**

The Charter School will retain records to document compliance with the requirements of this policy in the main office. Documentation maintained in this location will include but will not be limited to:

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- The written Policy.
- Documentation demonstrating that the Policy has been made available to the public.
- Documentation to demonstrate compliance with the annual public notification requirements and community involvement requirements.
- Documentation of the triennial assessment of the Policy.
- Documentation demonstrating the most recent assessment on the implementation of the Policy has been made available to the public.

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**Annual Notification of Policy**

The Charter School will actively inform families and the public each year of basic information about this Policy, including its content, any updates to the Policy, and implementation status. The Charter School will make this information available via the Charter School website and/or Charter School-wide communications. The Charter School will provide as much information as possible about the Charter School nutrition environment. This will include a summary of Charter School's events or activities related to Policy implementation.

**Triennial Progress Assessments**

At least once every three years, the Charter School will evaluate compliance with the wellness policy to assess the implementation of the Policy and include:

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- The extent to which the Charter School in compliance with this Policy;
- The extent to which the Charter School's Policy compares to model wellness policies; and
- A description of the progress made in attaining the goals of the Charter School's Policy.

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The position/person responsible for managing the triennial assessment and contact information is:

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Special Education Coordinator  
619-393-2270

The Executive Director will monitor the Charter School's compliance with this Policy.

The Charter School will actively notify households/families of the availability of the triennial progress report.

### **Revisions and Updating the Policy**

The Charter School will update or modify this Policy as appropriate based on the results of the annual Charter School Health Index and triennial assessments and/or as Charter School priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. This Policy will be assessed and updated as indicated at least every three (3) years, following the triennial assessment.

### **Community Involvement, Outreach and Communications**

The Charter School is committed to being responsive to community input, which begins with awareness of the Policy. Charter School will actively communicate ways in which representatives of the Charter School and others can participate in the development, implementation and periodic review and update of this Policy through a variety of means. The Charter School will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in Charter School nutrition standards.

The Charter School will use electronic mechanisms, such as email or displaying notices on the Charter School's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to this Policy, as well as how to get involved and support the Policy. The Charter School will ensure that communications are culturally and linguistically appropriate to the community and accomplished through means similar to other ways that other local schools are communicating important school information with parents.

The Charter School will actively notify the public about the content of, the implementation of, and any updates to the Policy annually, at a minimum. The Charter School will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

## **II. Nutrition**

### **Charter School Meals**

The Charter School is committed to promoting healthy food choices. It currently provides adequate and nutritious meals and does not participate in federal or state programs related to school meals. To the extent any foods are made available to students at Resource Centers; Charter School will ensure such foods:

- Are accessible to all students.
- Are appealing and attractive to children.
- Are served in clean and pleasant settings.
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations

### **Water**

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the operational hours of the Resource Centers.

### **Competitive Foods and Beverages**

The Charter School is committed to ensuring that all foods and beverages available to students at the school Resource Centers during the school day support healthy eating. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits.

The Charter School does not generally sell food at the Resource Centers and school administration offices. However, in the event that Charter School decides to sell food in the future, and to support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable School meal programs that are sold to students at the Resource Centers during the school day will meet or exceed the USDA Smart Snacks nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold,

which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

#### **Celebrations and Rewards**

All foods offered on the Charter School Resource Centers will meet or exceed the USDA Smart Snacks in Charter School nutrition standards, including through:

1. Celebrations and events. The Charter School will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
2. Resource Center snacks brought by parents. The Charter School will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
3. Rewards and incentives. The Charter School will provide teachers and other relevant school staff a list of alternative ways to reward children. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

#### **Fundraising**

The Charter School does not generally host fundraisers at Resource Centers. However, in the event such a fundraiser occurs, foods and beverages that meet or exceed the USDA Smart Snacks in Charter Schools nutrition standards may be sold through fundraisers at the Charter School Resource Centers during the school day. The Charter School will make available to parents and teachers a list of healthy fundraising ideas.

#### **Nutrition Promotion**

The Charter School will promote healthy food and beverage choices for all students throughout the school Resource Centers, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing at least ten evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques described above; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in Charter School nutrition standards.

#### **Food and Beverage Marketing in Schools**

The Charter School does not generally allow food and beverage marketing at Resource Centers. However, in the event such activity occurs, any foods and beverages marketed or promoted to students on the school Resource Centers during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

As the Executive Director reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by this Policy.

### **III. Physical Activity**

The Centers for Disease Control ("CDC") recommends that all children and adolescents participate in a minimum of sixty (60) minutes of physical activity every day. The CDC recommends that aerobic activity make up the bulk of such physical activity, with vigorous-intensity aerobic activity on at least three days per week. The CDC also recommends that physical activity include muscle strengthening activities, such as gymnastics or push-ups, on at least three days per week, and bone strengthening activities like jumping rope or running at least three days per week. The Charter School has the following specific goals to promote student wellness, consistent with this Policy:

- All students will have access to Physical Education coursework
- All students will be offered Health education coursework

- All teachers will be given annual professional development focused on student health

In developing these goals, the Charter School reviewed and considered evidence-based strategies and techniques and parent input. The Charter School will work toward achievement of these goals by:

- Updating the Safety Plan annually to remain current on school safety protocol
- Providing a clean and safe place for students to eat while at the Resource Center if needed
- Annually surveying students and parents on areas of strength and areas for improvement
- Annually conducting Open House and Senior Exit Orientations to gather feedback from students and parents on Resource Center operations

#### **IV. Other Activities that Promote Student Wellness**

The Charter School will integrate wellness activities across the entire Charter School setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The Charter School will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of this Policy, including but not limited to ensuring the involvement of parents and the community.

All Charter School-sponsored events will adhere to this Policy's wellness guidelines. All Charter School-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

#### **Community Partnerships**

The Charter School will continue to develop and enhance its *current efforts* in relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this Policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with this Policy and its goals.

#### **Professional Learning**

When feasible, the Charter School will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help the Charter School staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

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#### **Human Trafficking Prevention**

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

In accordance with the California Healthy Youth Act, Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available on the Student & Parent Handbook page of the Charter School's website for your convenience

(<https://grossmontsecondarycharter.com/student-parent-handbook/>). Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

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Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on Charter School’s website for your review.

**Mental Health Services**

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

Available through the School:

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached at (858) 249-7018. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed in this letter, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact the School Administrator at (858) 249-7018 to request an evaluation.
- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact the school nurse at (858) 249-7018.

Available in the Community:

- Please visit the Student Resources page on the school website to find mental health resources in your community.

Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

**Mental Health Notice**

Our school supports student mental health and wellness through a positive school culture and safe, supportive learning environments. Annually, an average of 99% of parents and 99% of students report feeling safe and supported at our school. Through professional development and trainings, teachers and staff are provided with the skills and tools needed to identify youth in crisis, intervene appropriately, and provide comprehensive support in partnership with families. Teachers and staff participate in Youth Mental Health First Aid (YMHFA), Trauma Informed Practices (TIPS), and Signs of Suicide (SOS) trainings. Our school provides direct mental health services to students that support social-emotional development and stability. Parent(s)/Guardian(s) may initiate access to available pupil mental health services at the school’s Resource Center or through the school’s community partners. If you or someone you care about is experiencing a suicidal or mental health crisis, please call the Access and Crisis Line at (888) 724-7240. Trained and experienced counselors are available 7 days a week, 24 hours a day to provide support, referrals, and crisis intervention. You can also call the Access and Crisis Line if you are concerned about someone, just need to talk, have questions about how to offer support, or if you are looking for information about community resources, mental health referrals, and alcohol and drug support services. If emergency medical care is needed, call

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9-1-1 or go to the emergency room of the nearest hospital. More information about these mental health services are on the school website and mailed out annually to all families.

**Pregnant and Parenting Students**

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

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

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

Lynne H. Alipio  
Chief Business Officer and CFO  
(858) 678-2048  
[lalipio@altusschools.net](mailto:lalipio@altusschools.net)

A copy of the UCP is available on the school website. For further information on any part please contact the Executive Director.

**Other Services/Resources Available**

GSS partners with many community service organizations and agencies to support the health and wellness of students and families. This is to ensure that the focus for the student is on learning and academic success. To learn more about these services/resources, contact your teacher, the School Nurse at (858) 249-7018, OR visit [www.grossmontsecondarycharter.com/](http://www.grossmontsecondarycharter.com/).

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## Key School Policies

### ***Student Responsibilities***

- Attend Resource Center meetings according to the schedule on the master agreement and arrive on time.
- Complete ALL assignments as scheduled.
- Participate in Resource Center activities.
- Follow all rules and procedures.
- Follow school rules, including the Internet Use, Student Citizenship and the Zero Tolerance Policies, and obey the Loitering Law.
- Cooperate with adults and other students and respect the rights of others to learn and help to create a positive learning environment for everyone.
- Refrain from using profanity or making derogatory statements ("put-downs").
- Respect the property of the Charter School, the community, and others.
- Be responsible for the care and return of all instructional materials and textbooks.
- Maintain honesty and integrity in completing all work, tests, and evaluations.

### ***Student Academic Integrity & Citizenship***

At AUDEO, we expect our students to be good citizens and to be honest. We expect students to complete assessments without outside assistance, not to plagiarize, respect instructional materials and school resources, and to make a good-faith effort when completing exams and required tests.

### ***Internet/Student Use of Technology Policy and Acceptable Use Agreement***

Technology and access to the internet are part of the learning opportunities available at GSS. We strongly believe in the educational value of such services and recognize their potential to support our curriculum and student learning. Time using technology, the computer and/or the internet must be used productively to support academic progress. The School will make every effort to protect students from any misuses or abuses as a result of their experience with the Internet. All users must be continuously on guard to avoid inappropriate and illegal interactions on the internet. Students will be required to sign an Acceptable Use Agreement prior to being granted access to GSS technology.

### ***Student Use of Technology Policy***

New technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. [Grossmont Secondary School \("Charter School"\)](#) offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. The Charter School Governing Board intends that technological resources provided by the Charter School be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

### **Definitions**

Use of Charter School equipment and access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of an educational purpose. Students and staff have a duty to use Charter School resources only in a manner specified in the Policy.

**“Educational purpose”** means classroom activities, research in academic subjects, career or professional development activities, Charter School approved personal research activities, or other purposes as defined by the Charter School from time to time.

**“Inappropriate use”** means a use that is inconsistent with an educational purpose or that is in clear violation of this Policy and the Acceptable Use Agreement.

### **Notice and Acceptable Use Agreement**

The Charter School shall notify students and parents/guardians about authorized uses of Charter School computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before a student is authorized to use the Charter School’s technological resources, the student and the student’s parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and the student’s parent/guardian shall agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.

### **Safety**

The Charter School shall ensure that all Charter School computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.

To reinforce these measures, the Executive Director or designee shall implement rules and procedures designed to restrict students’ access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall monitor students while they are using Charter School computers, laptops, or tablets to access the internet or online services on a Charter School resource center and may have teacher, certificated teacher resource, student aides, and volunteers assist in this monitoring.

Parents/guardians are required to supervise and monitor their child’s use of Charter School equipment including but not limited to their child’s access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

The Executive Director or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Executive Director or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student’s online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in



writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils, directed toward one or more pupils that has or can be reasonably predicted to have one or more of the following effects:

- a) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupil's person or property.
  - b) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
  - c) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
  - d) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the school.
- 2) As used in connection with "bullying," an "electronic act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- a) A message, text, sound, video, or image.
  - b) A post on a social network Internet Web site, including, but not limited to:
    - i) Posting to or creating a "burn page" (i.e., an Internet Web site created for the purpose of bullying).
    - ii) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects of bullying. To create a "credible impersonation" means to (knowingly and without consent) impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - iii) Creating a false profile for the purpose of having one or more of the effects of bullying. A "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.
  - c) An act of cyber sexual bullying. The term "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 of bullying. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act. The term "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Students are expected to follow safe practices when using Charter School technology.

Charter School advises students:

1. To never share passwords, personal data, or private photos online.
2. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
3. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
4. To consider how it would feel receiving such comments before making comments about others online.

Students shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the Charter School, other students, or the community. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Student use of Charter School computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Executive Director or designee shall block access to such sites on Charter School computers with Internet access.

The Executive Director or designee shall oversee the maintenance of the Charter School's technological resources and may establish guidelines and limits on their use.

All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology.

Student use of Charter School's computers, networks, and Internet services is a privilege, not a right. Compliance with the Charter School's policies and rules concerning computer use is mandatory. Students who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

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### Acceptable Use Agreement

The Charter School Governing Board believes that providing access to technology enhances the educational experience for students. However, student use of Charter School computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

1. **Security.** Students shall not impair the security of Charter School technology resources. Students are expected to:
  - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
  - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff, employees, officers, directors or volunteers shall be responsible for the failure of any technology protection measures, violations of copyright restrictions,

or user mistakes, misuse or negligence. The student and parent/guardian agree not to hold the Charter School, or any Charter School staff, employees, officers, directors or volunteers responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless the Charter School, Charter School staff, employees, officers, directors and volunteers for any damages or costs incurred. Parents/guardians are required to supervise and monitor their child's use of Charter School equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

**4. Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared, and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate Charter School policy or local law. These include but are not limited to:

- a. Playing games or online gaming.
- b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
- c. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.
- d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
- e. Conducting any activity that is in violation of Charter School policy, the student code of conduct or local, state or federal law.
- f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
- g. Conducting for-profit business.
- h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
- i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
- j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
- k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.

**5. No Expectation of Privacy.** Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. The Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of

Charter School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.

- 6. Disruptive Activity.** Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
- 7. Unauthorized Networks.** Students may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
- 8. Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.
- 9. Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Student Use of Technology Policy and the Acceptable Use Agreement, please complete the required form to indicate that you agree with the terms and conditions provided. The signature of both the student and parent/guardian are mandatory before access may be granted to the technologies available. The document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties. Charter School encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

I understand that computer use is a privilege and not a right. I understand that students who violate this policy in any way will be subject to a referral and possible suspension or expulsion. I understand that if a student willfully damages Charter School's property, including but not limited to Charter School's technology, equipment and networks, or fails to return Charter School's property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid or the property has been returned. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades, transcripts and diploma will be released. When the minor and parent are unable to pay for the damages, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. A student over the age of majority shall be liable for the same. (Ed. Code § 48904).

A copy of this form is available on the Charter School's website.

### ***Loitering Law***

It is unlawful for any juvenile who is subject to a compulsory alternative education program to loiter, idle, wander or be in or upon the public streets, highways, roads, alleys, parks, playgrounds, or other public grounds, public places, public buildings, or the premises of any establishment, vacant lots or unsupervised place between the hours of 8:30 a.m. and 2:30 p.m. on any day when that juvenile otherwise would be required to attend a regular compulsory education school (Municipal Code section 58.05). This means that students should either be in the Resource Center or at home between the hours of 8:30 a.m. and 2:30 p.m., Monday through Friday, unless an excused absence is on file.

### ***Suspension and Expulsion Policy***

**Policy**

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

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

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Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The GSS administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and procedures are available upon request at the Executive Director's office.

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

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

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No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent, guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

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**Procedures**

**A. Grounds for Suspension and Expulsion of Students**

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

**B. Enumerated Offenses**

1. Discretionary Suspension Offenses: Students may be suspended for any of the following acts when it is determined the pupil:
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall only apply to students in any of grades 9-12, inclusive.
  - l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

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- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
  - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
  - i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - (b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion,

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except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

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- w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

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- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Coordinator or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4

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3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

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- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

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- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

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- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with their academic performance.
  - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

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(b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

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

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

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

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having

an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

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C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or designee with the student and his or her parent/guardian and, whenever practical, the teacher, supervisor or GSS employee who referred the student to the Executive Director or designee.

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

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

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2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student. In addition, the notice may also state the date and time when the student may return to school. If GSS officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

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

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

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall

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provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

#### D. Authority to Expel

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

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the pupil or a member of the Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

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#### E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the pupil has committed an expellable offense and recommends the student for expulsion.

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

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Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing.
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
3. A copy of GSS's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at GSS to any other school district or school to which the student seeks enrollment.
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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#### F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

GSS may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by GSS or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. GSS must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, GSS must present evidence that the witness' presence is both desired by the witness and will be helpful to GSS. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition

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to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

**G. Record of Hearing**

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

**H. Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

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**I. Expulsion Decision**

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

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If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to his/her educational program.

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The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

**J. Written Notice to Expel**

The Executive Director or designee, following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: a) Notice of the specific offense committed by the student; and b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with GSS.

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The Executive Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: a) The student's name; and b) The specific expellable offense committed by the student.

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**K. Disciplinary Records**

GSS shall maintain records of all student suspensions and expulsions at GSS. Such records shall be made available to the authorizer upon request.

**L. No Right to Appeal**

The pupil shall have no right of appeal from expulsion from GSS as the Board of Directors' decision to expel shall be final.

**M. Expelled Pupils/Alternative Education**

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Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. GSS shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

**N. Rehabilitation Plans**

Students who are expelled from GSS shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to GSS for readmission.

**O. Readmission or Admission of Previously Expelled Student**

The decision to readmit a pupil after the end of the student's expulsion term or to admit a previously expelled pupil from another school district or GSS who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Executive Director's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon GSS's capacity at the time the student seeks readmission or admission to the Charter School.

**P. Notice to Teachers**

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

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**R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities**

- 1. Notification of SELPA

GSS shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that GSS or the SELPA would be deemed to have knowledge that the student had a disability.

## 2. Services During Suspension

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Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

## 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, GSS, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If GSS, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If GSS, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the GSS had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and GSS agree to a change of placement as part of the modification of the behavioral intervention plan.

If GSS, the parent/guardian, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then GSS may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

## 4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or GSS believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative

hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or GSS, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and GSS agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

#### 5. Special Circumstances

GSS personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

#### 6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 team.

#### 7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated GSS's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if GSS had knowledge that the student was disabled before the behavior occurred.

GSS shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to GSS supervisory or

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administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.

- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other GSS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other GSS supervisory personnel.

If GSS knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If GSS had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. GSS shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by GSS pending the results of the evaluation.

GSS shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

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### **Dress Code**

In order to establish and maintain a safe and productive environment, students are expected to wear appropriate clothing and footwear to Resource Centers and to field trips/school-sponsored events. Parents/guardians will be notified and students will be asked to change or sent home if they are found to be in violation of the dress code.

Dress code violations include the following:

- Pants sagging below the waist
- Swimsuits or sleepwear, including bedroom slippers
- Shorts/skirts/dresses that are above mid-thigh
- Tube tops, backless shirts, see-through garments, shirts that show the midriff, muscle tank tops, and clothing that would be considered revealing and/or a distraction to the learning environment
- Visible undergarments (including boxer shorts, bras, etc.)
- Clothing that promotes alcohol, drugs, tobacco, or other controlled substances
- Clothing that uses suggestive/vulgar/profane language and/or images
- Head coverings such as, hats, bandanas, beanies, or do-rags (note: headwear worn for religious purposes is permitted)

### **Cell Phones, Smartphones, Pagers & Other Electronic Signaling Devices Policy**

The Board of Directors recognizes the potential for cell phones, smartphones, pagers, and electronic signaling devices (hereinafter collectively referred to as "private devices") to disrupt the learning environment of Grossmont Secondary School ("Charter School"), and adopts this Policy to permit students to possess, but not use private devices while on site or at the resource center, at school-sponsored activities, or under the supervision of Charter School employees, except as otherwise provided in this Policy. Students who possess any private devices must always keep them turned off and out of view while on school grounds or at school-sponsored activities and functions. Charter School teachers, administrators, and staff will confiscate any private devices used by a student in violation of this Policy.

All students are required to adhere to the following guidelines regarding private devices:

Private devices may be used:

- Off school site before or after school.
- Before or after any Charter School sponsored activity occurring before or after the school's instructional day.
- In the case of an emergency, or in response to a perceived threat of danger.
- When a teacher or administrator of the Charter School grants permission to a student to possess or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.
- When a licensed physician and surgeon determines that the possession or use of a private device is necessary for the health or well-being of the student.
- When the possession or use of a private device is required in a student's individualized education program ("IEP").

Private devices shall be turned off and shall not be used:

- While at the resource center, including workshops, seminars, tutoring and any other school activity, which takes place during the scheduled instructional day on or off site.
- During events sponsored by the Charter School.
- On field trips or excursions sponsored by the Charter School.

Possession of private devices is a privilege, which may be forfeited by any student who fails to abide by the terms of this Policy. All Charter School employees shall remove any private device from the possession of a student found to be violating this Policy. If a private device is heard ringing, beeping, or buzzing from inside a jacket, purse, backpack, or other similar article, whether within the immediate presence of the student or not, a Charter School employee may remove the private device and confiscate the private device. Parents/guardians will be contacted to pick up any confiscated private devices at the end of the instructional time at the resource center or at the conclusion of a Charter School sponsored activity.

In addition to this Policy, all other applicable Charter School student discipline policies and rules shall apply to any student who fails to comply with the requirements of this Policy.

Students who possess any private device(s) shall assume sole responsibility for the maintenance and care of any such private device(s) in accordance with this Policy. At no time shall the Charter School be responsible for preventing theft, loss or damage to any private devices brought onto campus or at Charter School sponsored activities.

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A complete copy of the Cell Phone/Electronics Policy is available for review on the school website.

### ***Lost or Damaged School Property***

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

**Parents’ Responsibilities**

- Ensure that students get to their scheduled appointment on time. If this is not possible, contact the teacher to arrange an alternate time.
- Hold high expectations for your student, regularly monitor his or her daily work.
- Support school rules and the independent study definition of attendance—students complete school work rather than spending time in the Resource Center.
- Establish a schedule with the student and provide a space for study time at home.
- Arrange for student to attend appropriate field trips and supplemental tutoring sessions.
- Meet with staff when requested, particularly during master agreement signing conferences.
- Participate in decisions related to the education of your student.
- Ensure that students are clothed properly for school and school events.

**Parents’ Role in Discipline and Behavior**

Parents are expected to cooperate with Charter School staff in maintaining and encouraging proper standards of behavior for their children. The following points may prove helpful:

- Instill in your child a sense of responsibility for what he/she says and does.
- Help your child to solve conflicts in a peaceful manner.
- Review your own attitude about discipline and behavior.
- Make sure you communicate with the school to learn necessary facts and expected behavior.
- As a role model for your child, show respect for learning and the necessity for completing an education.

**Emergency Procedures and School Safety Plan**

GSS Resource Centers have plans and preparations for major emergency situations. We believe that the reactions of people in emergencies depend largely upon their training. Our staff has been trained, and drills are held regularly to make certain that the students understand emergency procedures.

Please assure students that they are as safe at school as they are at home in a serious emergency. The safety and welfare of the students is our primary concern in the event of an emergency. Your child should be instructed to obey the directions of their teachers in general and especially in emergency situation.

GSS defines a crisis as any incident that disrupts the educational program and/or affects the emotional stability of students or staff. In the event of a crisis, such as a natural disaster, we ask the following:

- Please do not telephone the school. Telephone lines will be needed for emergency communications.
- Please do not drive to the Resource Center if possible. Streets should be as open as possible for emergency vehicles.
- Listen to your local radio station and news for information and advice.

In conjunction with the National Association for Search and Rescue, we urge every family to make home emergency plans and preparations.

If you have questions about our emergency preparedness program, please contact your teacher. A complete copy of the GSS Comprehensive School Safety Plan is available on the school website and at each Resource Center.

**School Bus and Passenger Safety**

All students who are transported in a school bus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety as outlined in the Transportation Safety Plan.

**Transportation Safety Plan**

Because Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School (“CHARTER SCHOOL” or the “Charter School”) provides transportation to CHARTER SCHOOL activity, the Board of Directors (“Board”) approved the following transportation safety plan, which contains procedures for Charter School personnel to follow to ensure the safe transportation of students. A copy of this Plan will be kept at each CHARTER SCHOOL and will be made

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available upon request to an officer of the Department of the California Highway Patrol. Students shall be informed that any violation of Charter School policies and procedures, including violation of safety procedures on a school bus or school activity bus, could result in discipline pursuant to the CHARTER SCHOOL discipline policy.

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## **Definitions**

- "School bus" is any motor vehicle designed, used, or maintained for the transportation of a Charter School student at or below the grade 12 level to or from Charter School Resource Center or to and from Charter School activities. "School bus" does not include a passenger vehicle designed for and when actually carrying not more than 10 persons, including the driver, except any vehicle or truck transporting two or more students who use wheelchairs.

"School activity bus" is any motor vehicle, other than the school bus, operated by a common carrier, or by and under the exclusive jurisdiction of a publicly owned or operated transit system, or by a passenger charter-party carrier, used under a contractual agreement between Charter School and carrier to transport Charter School students at or below the grade 12 level to or from a Charter School activity, or used to transport students from residential schools, when the students are received and discharged at off-highway locations where a parent or adult designated by the parent is present to accept the student or place the student on the bus.

- "Private passenger vehicle" is any other privately owned or leased vehicle not included in the definitions above, designed for and when not carrying more than 10 persons, and operated by a parent/guardian or staff driver to transport student to and from a Charter School activity.

## **Determining Whether a Student Requires an Escort**

If the Resource Center or school activity destination is located on the opposite side of the street of the actual bus stop, then Charter School and California Vehicle Code section 22112(d) require the student to be physically escorted by the bus driver across that street and under the bus drivers' direction and supervision. The bus driver will be required to activate the school bus red flashing crossover lights and if so equipped, the stop arm, and physically get out of the bus to assist the students safely across the street. Charter School requires ALL students who cross the street, be physically escorted by the bus driver with crossover lights and signs being activated.

## **Procedures for Kindergarten through Eighth Grade Students Regarding Boarding and Exiting the Bus**

CHARTER SCHOOL has created the following procedures to govern the safe entry and exit of kindergarten through eighth grade students to and from the school bus. Charter School is not required to use the services of an onboard school bus monitor in addition to the driver to ensure these procedures are followed.

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### **Boarding:**

1. Students shall board or exit the school bus ONLY at their assigned bus stop or school activity destination.
2. Students shall board in an orderly manner and utilize the handrails for their safety while loading and unloading.
3. Students are to find their seat as quickly as possible and sit down facing the front of the bus.
4. Students are to remain seated at all times while the bus is in motion.

5. Students are to maintain a noise level which will allow the bus driver to hear approaching traffic.
6. Students are to follow the directions of the bus driver while they are aboard the bus.
7. Students are responsible to follow all rules and regulations.

Exiting:

1. Students shall stay seated until the bus comes to a complete stop.
2. Once the driver has stopped the bus completely and opened the door, students are to unload seat by seat starting with the front of the bus and continuing seat by seat until the bus is empty.
3. Students remaining on the bus are to remain seated until the bus stops at their assigned bus stop or school activity destination.
4. Students will unload in an orderly manner using the handrails.
5. Students shall exit the bus only at their assigned bus stop or school activity destination. Exceptions will only be allowed when the student presents the bus driver with a note signed by the student's parent and endorsed by the Executive Director.
6. Students are to move away from the bus as they unload. Students shall not get underneath the bus to retrieve a book, paper or some other article. The student should always tell the bus driver and have the bus driver get the article for them.
7. Students should always use crosswalks and controlled intersections when available and should not cross in the middle of the block.
8. Students must avoid trespassing on other people's property, stay on sidewalks when possible.

**Procedures for All Students to Follow as They Board or Exit a School Bus at CHARTER SCHOOL Resource Center or Other School Activity Location**

CHARTER SCHOOL has created the following procedures to govern the safe entry and exit of all students at Charter School Resource Center or other school activity location.

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Boarding Buses at Resource Center or School Activity Location:

1. The school bus driver may not activate the flashing amber warning light system, the flashing red light signal system, and stop signal arm at any school.
2. The driver will monitor the students' entry onto the bus to ensure an orderly and safe entry for all students.
3. The group of students, along with the teacher(s) and any other adult personnel attending a school activity, shall assemble in an area away from the school bus to wait. When the students are ready to load, the Charter School staff shall inform the driver, and the driver will begin the boarding process.
4. Upon completion of the boarding process, the driver will proceed with the bus evacuation and safety presentation, described below. This shall include an explanation and demonstration of all emergency exits, first aid kits, fire extinguishers, etc.
5. Upon completion of the presentation, the driver shall have the Charter School teacher or head chaperone sign a trip sheet, acknowledging the presentation has been given. The driver will then depart when safe to do so.

Exiting Buses at School Site or School Activity Location:

1. Upon arrival at Charter School Resource Center, the driver shall take the bus to the designated student drop off area.
2. Upon reaching the designated area, the driver will park the bus and open the door when it is clear and safe to do so. The flashing red signal lights will not be activated.



3. Upon arrival at the school or school activity destination, the driver will select an area where the bus can be lawfully parked and the boarding/exiting of students can be reasonably controlled.
  - a. The driver will confer with the Charter School teacher/head chaperone regarding the time and location where the group will assemble to reload the bus.
  - b. When it is clear and safe to do so, the driver will have the students disembark the bus. The flashing red signal lights will not be activated.
  - c. When the Charter School teacher/head chaperone has confirmed all students are accounted for, the group may proceed to the trip.
4. Students exiting the bus at either Charter School Resource Center or a school activity location should do so in an orderly, respectful, and appropriate manner, following all instructions from Charter School staff and the bus driver.

**Procedures for School Staff to Ensure a Student is Not Left Unattended on a School Bus or School Activity Bus**

CHARTER SCHOOL staff members should always be involved and active in the supervision of the loading and unloading of students at Charter School Resource Center and on activity trips to ensure no student is left unattended on the school bus or school activity bus.

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To do this, CHARTER SCHOOL staff shall adhere to the following procedures:

1. Before leaving the Resource Center for a school activity, the Charter School teacher/head chaperone for the trip shall ensure they have a copy of the class roster with all student names.
2. Once the bus reaches the destination, a Charter School teacher/head chaperone shall be the first person off the bus and will note each student who exits the bus by comparing the exiting students against the class roster.
3. A Charter School staff member/chaperone shall be the last person to exit the bus at each stop to ensure no students are on left board. Before exiting the bus, the staff member/chaperone will walk up the aisle, checking each seat and area on the floor by each seat to ensure no students are present.
4. Once all students and staff/chaperones have exited the bus, but before leaving for the designated activity, the Charter School teacher/head chaperone will conduct another roll call by calling out each student's name and waiting for verbal and visual confirmation from the student of being present.
5. The Charter School teacher/head chaperone will discuss with the bus driver a way to contact each other in the event it is later discovered a student is still on the bus.

**Procedures and Standards for Designating an Adult Chaperone, Other than the Bus Driver, to Accompany Students on a School Activity Bus**

CHARTER SCHOOL shall follow its applicable policies and procedures, including its visitor and volunteer policy, for designating an adult chaperone other than the school bus driver to accompany students on a bus or a school activity bus. All appropriate background checks will be conducted on any chaperone prior to the chaperone's attending a school trip or school activity bus.

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**Instruction in School Bus or School Activity Bus Emergency Procedure and Passenger Safety**

CHARTER SCHOOL shall ensure that all students who are transported in a school bus or school activity bus receive instruction in school bus emergency procedures and passenger safety.

**Instruction for Students who were not Previously Transported in a School Bus**

Upon registration, the parents/guardians of students who were not previously transported in a school bus or school activity bus and who are in kindergarten through grade 6, inclusive, shall be provided with written information on school bus safety. This information shall include, but not be limited to, the following:

1. A list of school bus stops near the student's home.
2. General rules of conduct at school bus loading zones, such as:
  - a. While waiting for the school bus to arrive, students must stand single file in an orderly and well-behaved line.
  - b. Students are not to play in or be in the street or private property.
  - c. Students shall be on the proper side of the street before the bus arrives at the bus stop.
  - d. Students should arrive at their bus stop five minutes prior to the scheduled leaving time.
  - e. If the student is late and needs to cross the street that the bus is stopped on, the student must wait for the bus driver to escort the student across the street.
  - f. Students should not approach the bus until it comes to a complete stop at the stop;
  - g. Students should board and exit the bus in an orderly fashion, with no pushing or shoving.
  - h. Students should understand the bus driver is in charge at all times, and students should follow the bus driver's directions.
  - i. The driver will immediately activate the red flashing crossover lights and stop arm if so equipped.
  - j. Animals, birds, reptiles, fish, insects, breakable containers, weapons, or any object or substance that could be hazardous will not be transported on the bus.
3. Red light crossing instructions, consistent with this Plan.
4. School bus danger zone(s).
5. Walking to and from school bus stops.

#### **Instruction for all Students Prior to Departure on School Trip**

Finally, prior to departure on a school activity trip, CHARTER SCHOOL shall provide safety instruction to all students riding in a school bus or school activity bus. This instruction shall include, but not be limited, to the following:

1. Location of emergency exits; and
2. Use of emergency equipment.
  - a. Instruction may also include responsibilities of passengers seated next to an emergency exit.
3. Instruction on how to use the passenger restraint systems, including but not limited to the following:
  - a. Proper fastening and release of the passenger restraint system;
  - b. Acceptable placement of passenger restraint systems on students;
  - c. Times when the passenger restraint systems should be fastened and released; and
  - d. Acceptable placement of the passenger restraint systems when not in use.

#### **Operation of School Bus or School Activity Bus when Visibility Reduced to 200 Feet or Less**

Pursuant to Vehicle Code section 34501.6, CHARTER SCHOOL is required to adopt procedures that limit the operation of school buses and school activity buses when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home to school transportation service. Bus drivers of school activity buses shall have the authority to discontinue school activity bus operation if the driver determines that it is unsafe to continue operation because of reduced visibility.

For purposes of this Plan, the procedures for school bus drivers shall be as follows:

1. The school bus driver will notify the Executive Director that atmospheric conditions have reduced visibility to 200 feet or less.
2. The Executive Director may consult with legal counsel as needed.
3. The Executive Director may direct that school bus activity will be suspended or delayed for a minimum of one (1) hour through an indefinite suspension or delay if required by the conditions. The length of time for the suspension or delay of school bus services shall be at the discretion of the Executive Director.

**School Employees and Parent/Guardian as Chaperones and Drivers (Private Passenger Vehicles)**

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As field trips and excursions are an integral part of the Charter School learning experience, parents are encouraged to participate in an assisting role with students. The Executive Director or the coordinating teacher will provide parents and guardians with specific supervisory guidelines prior to any Charter School group trip involving students. Topics to be included are safety regulations, emergency responses, and responsibilities of the parent volunteers and language or behavior requirements of all attendees.

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A participating parent or guardian may be assigned to a specific group of students to supervise and will be responsible for these students at all times during the field trip or excursion. Under no circumstances will a parent or guardian consume alcohol or use controlled substances (except for medications taken under a physician's orders) during a field trip or excursion. The parent or guardian will notify the coordinating teacher, in advance of the field trip or excursion, should he/she be under a physician's orders and using medications.

Parent/guardian or staff may transport students in their private vehicles for field trips. Parents may decline permission for their child to be transported by a staff member/other parent or guardian in a private passenger vehicle, in which case that student will be responsible for his/her own transportation.

All adults taking out-of-state field trips or excursions (including athletics meets and games), and all parents or guardians of pupils taking out-of-state field trips or excursions (including athletics meets and games) are required to sign a statement waiving all claims against Charter School, its employees, and the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion (including athletics meets and games).

At all times during the field trip or excursion, employee and volunteer drivers will use the safest mode of transportation and the safest and most direct routes of travel. If travel is not by bus, the legal occupancy limit of ten (10) occupants (including the driver) must not be exceeded, all speed notices must be strictly adhered to and students are to be seated with individual seatbelts at all times.

CHARTER SCHOOL shall take reasonable precautions to ensure that all employees and volunteers who transport students are responsible and capable operators of the vehicles to be used and ensure compliance with Driver Requirements as follows:

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Employee or volunteer drivers who offer to provide transportation for a field trip or excursion (including athletics meets and games) must provide a copy of the following:

1. Proof of liability insurance for their vehicle with a minimum of \$100K/\$300K coverage.
2. A copy of their Driver's License and Vehicle Registration.

- 3. A written statement acknowledging that their insurance carrier is the primary agent responsible for insurance during the field trip or excursion.
- 4. A criminal background check conducted by the California Department of Justice ("DOJ"). Employees or volunteers whose DOJ report reveals a Driving Under the Influence conviction shall not be permitted to transport students or operate any vehicle on Charter School business for ten (10) years from the date of the conviction. Any employee or volunteer convicted of a felony shall not be permitted to transport Charter School students on Charter School business.
- 5. A Department of Motor Vehicles record. Employees or volunteers with driving records with two (2) points or more shall not be permitted to transport students or operate any vehicle for Charter School field trips and excursions.

Each of these items will be provided to the Executive Director or coordinating teacher prior to driving on a field trip or excursion.

Under no circumstances shall students transport other students.

For the employee's/volunteer's safety and that of all the students in his/her car, the following rules apply:

- 1. All Charter School rules apply to students in the car. Employee/volunteer drivers are free to appropriately manage student behavior as necessary to maintain safety.
- 2. All California driving laws must be followed including child restraint laws: no texting or distracted driving, hands-free phone use only.
- 3. No movies may be shown in vehicles.
- 4. No side trips allowed, including gasoline stops. Please be sure to have enough gas before leaving on the trip.
- 5. Maps and directions from the teacher/coach should be reviewed prior to leaving.
- 6. No purchases for students should be made on the field trip/excursion including food or treats for students in the car.
- 7. Call the Charter School office immediately if there is a problem.

**Non-Discrimination Statement**

GSS ("charter school") is committed to equal opportunity for all individuals in education. GSS shall promote programs which ensure that discriminatory practices are eliminated in all school activities.

GSS does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

GSS adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA").

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

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

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

The Charter School is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination in Employment Act of 1967; The Age Discrimination Act of 1975; the IDEA; and Section 504 and Title II of the ADA (mental or physical disability).

GSS also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

GSS does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which GSS does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. GSS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the GSS Uniform Complaint Procedures ("UCP") Compliance Officer:

Lynne H. Alipio  
Chief Business Officer and CFO  
(858) 678-2048  
10170 Huennekens Street  
San Diego, CA 92121

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

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

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

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

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

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

#### **Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):**

Tim Tuter  
Executive Director  
858-678-2042  
[ttuter@altussschools.net](mailto:ttuter@altussschools.net)

#### **Definitions**

##### **Prohibited Unlawful Harassment**

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

##### **Prohibited Unlawful Harassment under Title IX**

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

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

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

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

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

### **Prohibited Bullying**

**Bullying** is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student\* or students in fear of harm to that student's or those students' person or property.

2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable student to experience a substantial interference with his or her academic performance.
4. Causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

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

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

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

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

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

#### **Bullying and Cyberbullying Prevention Procedures**



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

### **1. Cyberbullying Prevention Procedures**

GSS advises students:

- a. To never share passwords, personal data, or private photos online.
- b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- d. To consider how it would feel receiving such comments before making comments about others online.

GSS informs Charter School employees, students, and parents/guardians of GSS's policies regarding the use of technology in and out of the classroom. GSS encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

### **2. Education**

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

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

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

GSS informs employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

### **3. Professional Development**

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

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

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

- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

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

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

GSS encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for GSS’s students.

**Grievance Procedures**

**1. Scope of Grievance Procedures**

GSS will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

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

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

**2. Reporting**

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

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

Tim Tuter  
Executive Director  
858-678-2042  
[ttuter@altussschools.net](mailto:ttuter@altussschools.net)

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

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. GSS will investigate and respond to all oral and written reports of misconduct prohibited by this

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Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

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

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

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

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

### **3. Supportive Measures**

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

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

### **4. Investigation and Response**

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

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

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

- Notice of the Allegations
  - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
    - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
    - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
    - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence;
    - A statement that GSS prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
  - GSS may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with GSS's policies.
  - GSS may remove a respondent from GSS education program or activity on an emergency basis, in accordance with GSS's policies, provided that GSS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
  - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
  - If a formal complaint of sexual harassment is filed, GSS may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If GSS offers such a process, it will do the following:
    - Provide the parties with advance written notice of:
      - The allegations;
      - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
      - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
      - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
    - Obtain the parties' advance voluntary, written consent to the informal resolution process.
  - GSS will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
  - The decision-maker will not be the same person(s) as the Coordinator or the investigator. GSS shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
  - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant

and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, GSS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
  - If the investigation reveals that the alleged harassment did not occur in GSS's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable GSS policy.
  - GSS may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at GSS; or
    - The specific circumstances prevent GSS from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
  - If a formal complaint of sexual harassment or any of the claims therein are dismissed, GSS will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - GSS will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
    - The findings of facts supporting the determination;
    - The conclusions about the application of GSS's code of conduct to the facts;
    - The decision and rationale for each allegation;
    - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
    - The procedures and permissible bases for appeals.

## 5. Consequences

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

## 6. Right of Appeal

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

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

- The complainant and the respondent shall have the same appeal rights and GSS will implement appeal procedures equally for both parties.
- GSS will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

## 7. Recordkeeping

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

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

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

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## Educational Equity and Immigration Status Policy

Grossmont Secondary School ("Charter School"), recognizes and honors the attainment of education for the betterment of the individual and the community, and is committed to fostering a positive school environment in which students, educators, and staff feel safe, welcomed, supported, and connected. Charter School will provide a safe, secure, and peaceful learning environment for all students and staff. Charter School defines sensitive or safe locations to include its schools, official activities of its schools, including those occurring in public places and adjacent areas, and all of Charter School property, included but not limited to, facilities owned, controlled by, or leased by Charter School. Where outside contractors or service providers (particularly school resource officers) are regularly present at sensitive or safe locations or have access to student information, Charter School shall seek commitments from those parties not to facilitate immigration enforcement at any of the Charter School's sensitive or safe locations unless required by law.

Information about children's rights to a free education regardless of immigration status or religious beliefs and the Attorney General's *Know Your Rights* handout will be provided to students and parents upon enrollment to Charter School.

All notices provided to parents pursuant to AB 699 shall be language-accessible in compliance with state and federal laws. Enrollment, registration, and uniform complaint procedures information provided on the Charter School website shall be language-accessible in compliance with state and federal laws.

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**Responding to Hate Crimes and Bullying**

Charter School has adopted and publicized a *Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy* and provides annual notice of same to families. The Policy expressly prohibits discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics set forth in Section 422.55 of the Penal Code, including immigration status, and Section 220 of AB 699, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration or citizenship status, religion, religious affiliation, creed, color, citizenship, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, pregnancy, childbirth or related medical conditions, association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation. The Policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means. In accordance with the *Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy* and its *Uniform Complaint Policy and Procedures*, Charter School will promptly and thoroughly investigate any complaint of unlawful harassment, discrimination, intimidation, or bullying that constitute a hate crime or are otherwise based on actual or perceived characteristics listed above, and take appropriate corrective action, if warranted.

Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other. Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived religion, immigration status, or citizenship) and about the negative impact of bullying other students based on these protected characteristics.

Charter School shall train teachers, staff, and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above.

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Charter School shall inform students who are victims of hate crimes of their right to report such crimes.

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Complete copies of the *Uniform Complaint Policy and Procedures* and the *Title IX, Harassment, Discrimination, Intimidation, and Bullying Policy* are available for review at the administration office.

**Gathering and Managing Student and Family Information**

School has adopted an *Educational Records and Student Information Policy* to apply to all educational records and student information maintained by Charter School and provides annual notice of same to all families. Appropriate personnel shall receive training regarding those policies and procedures.

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Additionally, Charter School shall observe the following:

- Except as required by state or federal law or as required to administer a state or federally supported education program, Charter School officials and employees will not collect information or documents regarding citizenship or immigration status of pupils or their family members.
- If Charter School possesses information that could indicate immigration status, citizenship status, or national origin information, Charter School will not use the acquired information to discriminate against any student or families or bar children from enrolling in or attending school.

- If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status, or national origin, Charter School will not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.
- Charter School will not allow school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.
- Charter School will not inquire specifically about a student's citizenship or immigration status or the citizenship or immigration status of a student's parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student's immigration status, such as a green card, voter registration, a passport, or citizenship papers.

#### Admissions and Enrollment

As a charter school, Charter School is open to all students who wish to attend, regardless of residency. Notwithstanding this and where permitted by law, Charter School shall accept alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status, citizenship status, or national origin, and that do not reveal information related to citizenship or immigration status.

Charter School will accept the following list of documents as reasonable evidence of residency:

- Property tax payment receipts
- Rental property contract, lease, or payment receipts
- Utility service contract, statements, or payment receipts
- Pay stubs
- Voter registration
- Correspondence from a government agency
- Declaration of residency executed by the parent or legal guardian of the student
- Note: documents, information, or proof relating to citizenship or immigration status of students will never be requested for the enrollment process.

However, please note: (1) that parents and guardians are not required to provide each and every document listed and that (2) in accordance with the McKinney-Vento Homeless Assistance Act, Charter School will immediately enroll a homeless child or youth even if he or she is unable to provide proof of residency or age or other documentation normally required for enrollment.

Charter School will accept the following list of documents as reasonable evidence of age:

- Certified copy of birth record
- Statement by the local registrar or county recorder certifying date of birth
- Baptism certificate
- Passport
- When none of the foregoing is obtainable, an affidavit of the parent, guardian, or custodian, or any other appropriate means of proving the child's age.

Documents, information, or proof relating to citizenship or immigration status of students will never be requested for the enrollment process. Where any law requires submission of national origin related



information to satisfy the requirements of a special program, Charter School personnel will solicit that documentation or information separately from the enrollment process.

#### Social Security Information:

Charter School will not collect entire social security numbers or cards or a statement that the parent or guardian does not possess a Social Security number for the purposes of enrollment, and failure to provide this information will not bar a student from enrolling or attending Charter School. However, the last four digits of an adult household member's Social Security number may be solicited and/or collected if required to establish eligibility for federal benefit programs such as free or reduced-price meals. This Social Security information will only be collected for the limited purpose of establishing eligibility for federal benefit programs and will not affect student enrollment. If no adult household member has a Social Security number, the student still can qualify for free or reduced-price meals, if the family meets the income eligibility requirements.

#### **Sharing Student and Family Information**

Charter School will avoid the disclosure of information that might indicate a student's or family's citizenship or immigration status if the disclosure is not authorized by the Family Educational Rights and Privacy Act (FERPA). Charter School requires written parental or guardian consent for release of student information unless the information is relevant for a legitimate education interest or includes directory information only.

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Neither exception permits disclosing information to immigration authorities for immigration-enforcement purposes; no student information shall be disclosed to immigration authorities for immigration-enforcement purposes without a court order or judicial subpoena. A copy of the complete *Education Records and Student Information Policy* is available for review in the administration office.

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Charter School's request for written parental or guardian consent for release of student information must include:

- (a) The signature and date of the parent, guardian, or eligible student providing consent;
- (b) A description of the records to be disclosed;
- (c) The reason for the release of information;
- (d) The parties or class of parties receiving the information; and
- (e) If requested by the parents, guardians, or eligible student, a copy of the records to be released.

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The parent, guardian, or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information that this not otherwise subject to release, Charter School shall not release the information. Charter School will permanently keep the consent notice with the record file.

Charter School personnel shall take the following steps upon receiving an information request related to a student's or family's immigration or citizenship status:

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- (a) Notify a designated Charter School official about the information request.
- (b) Provide students and families with appropriate notice and a description of the immigration officer's request.
- (c) Document any verbal or written request for information by immigration authorities.

(d) Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order. Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on the local educational agency prohibits disclosure, Charter School shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

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### **Responding to Immigration Enforcement on Campus**

No visitor – which include immigration-enforcement officers – shall enter or remain on school grounds of the Charter School during school hours without having registered with the principal or designee. If there are no exigent circumstances necessitating immediate action, and if the immigration officer does not possess a judicial warrant or court order that provides a basis for the visit, the officer must provide the following information to the principal or designee:

1. Name, address, and occupation;
2. Age, if less than 21;
3. Purpose of entering school grounds;
4. Proof of identity; and
5. Any other information as required by law

Charter School requires that any visitor, including immigration enforcement officers, must not interrupt students and faculty during class time for immigration enforcement or other purposes, and must instead wait until a designated break period prior to or following a class period to carry out their judicial warrant or court order. A complete copy of the Charter School Visitor and Volunteer Policy is available for review in the administration office.

Charter School has posted signs at the entrance of its school grounds to notify outsiders of the hours and requirements for registration.

#### *Procedures for Responding to On-Campus Immigration Enforcement*

As early as possible, Charter School personnel will notify the Superintendent or designated administrator of any request by an immigration-enforcement officer for student access or access to school grounds for purposes related to immigration enforcement, or any requests for review of school documents (including for the services of lawful subpoenas, petitions, complaints, warrants, etc).

In addition, Charter School personnel will take the following steps in response to an officer present on the school campus specifically for immigration-enforcement purposes:

1. Advise the officer that before proceeding with his or her request, and absent exigent circumstances, school personnel must first receive notification and direction from the Executive Director.
2. Ask to see, and make a copy of or note, the officer's credentials (name and badge number). Also ask for and copy or note the phone number of the officer's supervisor.
3. Ask the officer his/her reason for being on school grounds and document it.
4. Ask the officer to produce an documentation that authorizes school access.

5. Make a copy of all documents provided by the officer. Retain one copy of the documents for the school records.
6. If officer declares that exigent circumstances exist and demands immediate access to the campus, Charter School personnel should comply with the officer's orders and immediately contact the Executive Director.
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation. If the immigration-enforcement officer has:
  - a. An ICE warrant, Charter School personnel shall inform the agent that he or she cannot consent to nay request without first consulting with the Charter School s counsel or other designated agency official
  - b. A federal judicial warrant, such as a search-and-seizure warrant or an arrest warrant; prompt compliance is usually legally required. If feasible, consult with the Charter School's legal counsel or designated administrator before providing the agent access to the person or materials specified in the warrant
  - c. Subpoena for production of documents or other evidence
    - i. Immediate compliance is not required. Therefore, Charter School personnel shall inform the Charter School's legal counsel or other designated official of the subpoena, and await further instructions on how to proceed
8. While Charter School personnel should not consent to access by an immigration-enforcement officer, except as described below, he/she should not attempt to physically impede the officer, even if the officer appears to be exceeding authorization given under a warrant or document. If an officer enters the premises without consent, Charter School personnel shall document his or her actions while on campus
9. After the encounter with the officer, the Charter School shall promptly take written notes of all interactions with the officer. The notes shall include the following items:
  - a. List or copy of the officer's credentials and contact information;
  - b. Identity of all school personnel who communicated with the officer;
  - c. Details of the officer's request;
  - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant/subpoena, and whether the warrant/subpoena was signed by a judge;
  - e. Charter School personnel's response to the officer's request;
  - f. Any further action taken by the agent; and
  - g. Photo or copy of any documents presented by the agent
10. Charter School personnel shall provide a copy of those note, and associated documents collected form the officer, to the Charter School's legal counsel or other designated agency official.
11. In turn, Charter School's legal counsel or other designated official] shall submit a timely report to the Charter School Board of Directors regarding the officer's requests and actions and Charter School's response(s).
12. E-mail the Charter School Board of Directors and Bureau of Children's Justice in the California Department of Justice, at [BCJ@doj.ca.gov](mailto:BCJ@doj.ca.gov), regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes

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Charter School personnel shall immediately notify the student’s parents or guardians if a law-enforcement officer requests or gains access to a student for immigration-enforcement purposes, unless such access was in compliance with a judicial warrant or subpoena that restricts the disclosure of the information to the parent or guardian.

Charter School personnel shall receive consent from the student’s parent or guardian before a student can be interviewed or searched by any officer seeking to enforce the civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge, or presents a valid, effective court order.

**Responding to the Detention or Deportation of a Student’s Family Member**

Charter School shall encourage that families and students have and know their emergency phone numbers and know where to find important documentation, including birth certificates, passports, Social Security cards, doctors’ contact information, medication lists, lists of allergies, etc., which will allow them to be prepared in the event that a family member is detained or deported.

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Charter School shall permit students and families to update students’ emergency contact information as needed throughout the school year, and provide alternative contacts if no parent or guardian is available. Charter School shall ensure that families may include the information of an identified trusted adult guardian as a secondary emergency contact in case a student’s parent or guardian is detained. Charter School shall communicate to families that information provided within the emergency cards will only be used in response to specified emergency situations, and not for any other purpose.

In the event a student’s parent/guardian has been detained or deported by federal immigration authorities, Charter School shall use the student’s emergency card contact information and release the student to the person(s) designated as emergency contacts. Alternatively, Charter School shall release the student into the custody of any individual who presents a Caregiver’s Authorization Affidavit on behalf of the student.

Charter School shall only contact Child Protective Services if the [local educational agency] personnel are unsuccessful in arranging for the timely care of the child through the emergency contact information that the school has, a Caregiver’s Authorization Affidavit, or other information or instructions conveyed by the parent or guardian.

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*Family Safety Plan*

To the extent possible, Charter School will facilitate a family’s development of a *Family Safety Plan* to be stored at a location known by the student. Such a plans may identify a trusted adult who can care for the student if no parent or guardian can do so. Students should know that the trusted adult is the person who the student should contact if his or her parents and/or guardians are detained or deported, and how to reach the trusted adult.

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### Additional Resources

In the event that a student's family member is detained, Charter School may refer the student and his or her family members to other resources, including, but not limited to:

- (1) ICE Detainee Locator
  - (<https://locator.ice.gov/odls/homePage.do>)
- (2) Legal Assistance
  - There are several legal aid organizations that may be able to provide legal assistance to secure the release of a student's detained parent, or to help arrange for the student to visit the parent
  - A list of California organizations accredited by Board of Immigration Appeals (BIA) to represent immigrants before the Department of Homeland Security (DHS) and Executive Office of Immigration Review (EOIR)
- (3) Consulate or Embassy.
  - The consulate or embassy of the parent's or guardian's country of origin may be able to offer additional information and assistance

Charter School will also ensure that the attorneys who they refer students to are licensed and in good standing with the State bar of California, by checking online at <http://www.calbar.ca.gov/Attorneys>

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## **Student Freedom of Speech and Expression Policy**

Grossmont Secondary School ("Charter School") respects students' rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

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### **Definitions**

1. *"Obscenity"*: when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.
2. *"Defamation"*: Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.
3. *"Discriminatory Material"*: material that demeans a person or group because of the person/group's disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation that has the purpose of humiliating, offending, or provoking a person/group.
4. *"Harassment (including sexual harassment), Intimidation and/or Bullying"*: severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed

toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: (1) placing a reasonable student or students in fear of harm to that student's or those students' person or property, (2) causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health, (3) causing a reasonable student to experience a substantial interference with his or her academic performance, (4) causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

5. *"Fighting Words"*: words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.
6. *"Vulgarity and/or Profanity"*: the continual use of curse words by a student, even after warning.
7. *"Violating Privacy"*: publicizing or distributing confidential or private material without permission.

#### *On-Resource Center Expression*

Student free speech rights include, but are not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. Student expression on the Charter School website and online media shall generally be afforded the same protections as print media within the Policy.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following: obscenity; defamation; discriminatory material; harassment (including sexual harassment), intimidation and/or bullying; fighting words; vulgarity and/or profanity; or violating privacy as defined above.

#### A. Distribution of Circulars, Un-Official Newspapers, and Other Printed Matter

Free inquiry and exchange of ideas are essential parts of a democratic education. Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the Executive Director or designee at least one (1) school day prior to distribution. The Executive Director or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy. Any student may appeal the decision of the Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.
2. Distribution, free or for a fee, may take place before school, after school, and/or during lunch provided there is no substantial disruption in the school programs (as determined by the Executive Director, . Distribution may not occur during instructional time and should not occur in locations that disrupt the normal flow of traffic within the school or at site entrances.
3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.

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4. The solicitation of signatures must not take place in school offices, nor be substantially disruptive to resource center activities (as determined by the School Coordinator or the school's administrator, including but not limited to tutoring and group study).

#### B. Official School Publications

As a small independent student learning environment, the Charter School does not currently have school publications. Should the Charter School begin utilizing a pupil-operated publication in the future, Student editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this Policy. However, it shall be the responsibility of the journalism staff adviser(s) of student publications to supervise the production of the student staff, to maintain professional standards of English and journalism, and to maintain the provisions of this Policy.<sup>1</sup> The journalism staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this Policy. Charter School officials shall have the burden of showing justification without undue delay prior to a limitation of student expression under this Policy. If the journalism staff adviser(s) consider material submitted for publication to violate this Policy, he or she will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student should be given the opportunity to modify the material or appeal the decision of the journalism staff adviser to the Executive Director.

#### C. Buttons, Badges, and Other Insignia of Symbolic Expression

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

#### D. Use of Bulletin Boards

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials in resource center locations convenient to student use. Posted material must be in compliance with other sections of this Policy, particularly regarding the distribution of materials and prohibited speech. Students may not post or distribute materials regarding the meetings of non-curricular student-initiated groups.

#### E. Organized Demonstrations

Students have the right to lawful organized resource center demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite students to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the school are prohibited.

No organized demonstrations by school groups may take place off-site during school hours unless sanctioned by school authorities and supervised by a designated school authority. No individual student may demonstrate in the name of the Charter School or as an official school group at any time unless authorized by the Charter School to participate in the activity.

No student may participate in an organized demonstration that occurs during the hours of mandatory school attendance unless sanctioned by the Charter School and supervised by a designated Charter School employee. Missing school to attend an organized demonstration is not an excused absence. The Charter School will follow its Attendance Policy when determining consequences for students which may include but are not limited to

<sup>1</sup> "Official school publications" refers to material produced by students in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.

detention, a low grade for a missed test, or receiving a truancy letter. The Charter School will follow its Suspension and Expulsion Policy when determining consequences for students if Charter School policy is violated.

#### F. Student Speeches

If a student is selected to speak at a Charter School sponsored event, including but not limited to graduation or school events, Charter School has the right to review the pre-prepared speech to ensure that unprotected speech is not included. If unprotected speech is included, the student will be given the opportunity to revise the speech or deliver a modified speech. If not revised or removed, the student will not be permitted to speak at the Charter School sponsored event.

#### Off-Site Expression

Off-site student expression, including but not limited to student expression on internet web sites not accessed from the resource centers, is generally constitutionally protected but shall be subject to discipline when such expression poses a threat to the safety of other students, staff, or Charter School property, or substantially disrupts the educational program. The Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program.

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#### Enforcement

1. Upon learning that students are considering actions in the areas covered by this Policy they will be informed of the possible consequences of their action under each specific circumstance. The Executive Director shall ensure that due process is followed when resolving disputes regarding student freedom of expression.
2. This Policy does not prohibit or prevent the Charter School Governing Board from adopting otherwise valid rules and regulations relating to oral communications by students upon the resource center premises.
3. No Charter School employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.
4. Charter School shall not make or enforce a rule subjecting a student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of a resource center, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

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#### Complaints

A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint by contacting the Charter School's Executive Director.

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#### **Teacher Qualifications**

Our school focuses on delivering a strong standards-based and personalized educational program. Professional development for teachers, communication with parents, and opportunities for tutoring have always been common practice at the school.



We have a rigorous selection process and we believe our teachers are outstanding. We not only hire teachers who are strong academically, we choose people:

- who will work with both the family and the student,
- who will go above and beyond in helping your child develop workplace skills like responsibility and dependability,
- who will assess your child’s strengths and build on them,
- who will provide support for their areas of weakness, and
- who will help your child succeed both personally and academically.

Your child is attending a school receiving Title I federal funds through the Elementary and Secondary Education Act (ESEA). At the beginning of each school year, local educational agencies receiving Title I funds are required to notify parents whose student(s) attend a Title I school that they may request, and the agency will provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student’s classroom teachers, including at a minimum:

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1. Whether the student’s teacher:

- Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
- Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
- Is teaching in the field of discipline of the certification of the teacher.

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

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Parents are invited to seek further information on their specific teacher's or paraprofessional’s professional qualifications.

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**Communication**

GSS seeks to convey the most current, accurate information possible to our parents and students. This includes the use of surveys and periodic **AlertNow** automated messages to your contact numbers. These messages will contain timely, important information. In addition, please “Like” our Facebook page ([www.facebook.com/Altus4U](http://www.facebook.com/Altus4U)) to keep up-to-date on all GSS information.

Deleted: We are sure you know your child’s teacher and qualifications very well, but the law gives you the right to request information about:¶  
Whether the teacher has met the criteria for grade levels and subject areas taught;¶  
Whether the teacher is teaching under an emergency credential or license, or other provisional status;¶  
The baccalaureate degree major of the teacher and any graduate degree held by the teacher, and the field of discipline of that degree; ¶  
The qualifications of the paraprofessional in your child’s classroom.¶

As we encourage our students to succeed and be accountable for their work, we expect the same for our organization and our employees. If you have suggestions, ideas, or concerns, please feel free to discuss it with your student’s teacher.

**Uniform Complaint Policy and Procedures (“UCP”)**

Board Policy #: 1500  
Adopted/Ratified: May 5, 2009  
Amended Dates: June 29, 2015; March 10, 2016; August 26, 2020;

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The Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School, and Sweetwater Secondary School (“Audeo” or “Charter School”) board policy is to comply with applicable federal and state laws and regulations. The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

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## Scope

This complaint procedure is adopted to provide a uniform system of complaint processing ("UCP") for the following types of complaints:

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

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

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

(3) Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.

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a. "Educational activity" means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

b. "Pupil fee" means a fee, deposit or other charge imposed on students, or a student's parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

- i. A fee charged to a student 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.
- ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
- iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.

c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides

evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 – 52077, including an allegation of a violation of Education Code sections 47605.5 or 47607.3, as referenced in Education Code Section 52075, regarding local control and accountability plans.

- d. If the Charter School finds merit in a pupil fees complaint, or the California Department of Education (“CDE”) finds merit in an appeal, Audeo shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected students, parents/guardians, subject to procedures established through regulations adopted by the state board.
- e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or, Audeo, and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.
- (4) Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula (“LCFF”) or LCAP under Education Code sections 47606.5 and 47607.3, as applicable.
- (5) If Audeo adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49190-49590 are governed by Title 7, Code of Federal Regulations (“C.F.R sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations (“C.C.R.”) sections 15580 - 15584.

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

Audeo acknowledges and respects every individual’s rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) the confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. Charter School cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the Charter School will attempt to do so as appropriate. Charter School may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Chief Business Officer (“CBO”) or designee on a case-by-case basis. Audeo shall ensure that complainants are protected from retaliation.

**Compliance Officers**

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure the Charter School’s compliance with law:

Lynne H. Alipio  
Chief Business Officer and CFO  
10170 Huennekens Street  
San Diego, CA 92121  
(858) 678-2048

The CBO or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the CBO or designee.

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Should a complaint be filed against the CBO, the compliance officer for that case shall be the Chairperson of the Charter School Board of Directors.

### **Notifications**

The CBO or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be available on Audeo's website. Audeo shall annually provide written notification of the Charter School's uniform complaint procedures to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

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The annual notice shall be in English. When necessary, under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in the Charter School speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language. The annual notice shall include the following:

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1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that Audeo is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that Audeo is operating pursuant to Title 22 licensing requirements.
3. A statement that Audeo is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
7. A statement that the complainant has a right to appeal the Charter School's decision to the CDE by filing a written appeal within thirty (30) calendar days of Audeo's decision, except if Audeo has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals Audeo's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
9. A statement that if Audeo finds merit in a UCP complaint, or the CDE finds merit in an appeal, Audeo shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code §section 262.3.
11. A statement that copies of Audeo's UCP shall be available free of charge.

### **Procedures**

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The following procedures shall be used to address all complaints, which allege that the Charter School has violated federal or state laws or regulations enumerated in the section "Scope", above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

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All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

#### **• Step 1: Filing of Complaint**

Any individual, including a person’s duly authorized representative or an interested third party, public agency or organization may file a written complaint of alleged noncompliance of unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy. A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the CBO or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the CBO or designee shall be made in writing. The period for filing may be extended by the CBO or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The School Coordinator shall respond immediately upon a receipt of a request for extension.

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All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Audeo Board of Directors approved the LCAP or the annual update was adopted by the Audeo.

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The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

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Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, the Charter School staff shall assist the complainant in the filing of the complaint.

• **Step 2: Mediation**

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

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Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

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If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

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The use of mediation shall not extend the Charter School’s timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

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• **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant’s representative to repeat the complaint orally.

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The complainant and/or the complainant’s representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint. A complainant’s refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or complainant’s failure or refusal to cooperate in the investigation or the

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complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The Charter School's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

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#### • **Final Written Decision**

Audeo shall issue an investigation report (the "Decision") based on the evidence. Audeo's decision shall be in writing and sent to the complainant within sixty (60) calendar days of Audeo's receipt unless the timeframe is extended with the written agreement of the complainant. Audeo's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

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The Decision shall include:

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1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether Audeo is in compliance with the relevant law.
3. Corrective actions, if Audeo finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal Audeo's decision within thirty (30) calendar days to the CDE, except when Audeo has used its UCP to address complaints that are not subject to the UCP requirements
5. Procedures to be followed for initiating such an appeal.

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If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of the Charter School's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

#### **Appeals to the California Department of Education**

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with Audeo and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

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

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Upon notification by the CDE, that the complainant has appealed the Decision, the CBO or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.

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2. A copy of the Decision.

3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.

4. A report of any action taken to resolve the complaint.

5. A copy of the Charter School's complaint procedures.

6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to Audeo for resolution as a new complaint. If the CDE notifies the Charter School that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, the Charter School will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusion of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decisions remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by the Charter School when one of the conditions listed in C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, Charter School has not taken action within sixty (60) calendar days of the date of the complaint was filed with the Charter School.

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### **Civil Law Remedies**

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

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A copy of the UCP shall be available upon request free of charge on the school website. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Executive Director.

## ***Student Fees Policy***

This student fees policy has been adopted by the Board of Directors in compliance with the provisions of Article IX, section 5 of the California Constitution, and Assembly Bill 1575 ("AB 1575") (effective January 1, 2013), which prohibit the charging of any student fees for participation in an educational activity at a public school. This Policy applies to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School, and Sweetwater Secondary School ("Audeo" or "Charter School").

### **General Statement of Policy**

No student enrolled in Charter School shall be required to pay a student fee for participation in Charter School's educational activity unless specifically authorized by law.

#### **I. Definitions**

"Educational activity" means any activity offered by the Charter School that constitutes an integral fundamental part of a student's education, including, but not limited to, curricular and extracurricular activities.

"Pupil fee" means a fee, deposit, or other charge imposed on students, or a student's parents or guardians, in violation of Section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers. Pursuant to Education Code section 49010, prohibited student fees include, but are not limited to, the following:

- (a) fees charged as a condition for registering for school or classes, or as a condition for participation in a class or any extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit;
- (b) a security deposit, or other payment, that a student is required to make to obtain a book, class apparatus, laptop, I-Pad, e-reader or other materials or equipment;
- (c) purchase that a pupil is required to make to obtain materials, supplies, equipment, or uniforms associated with an educational activity.

#### **II. Policy Against Unlawful Pupil Fees**

1. All supplies, materials, and equipment needed for students to participate in the Charter School's educational activities shall be provided to students by the school free of charge.
2. Charter School does not use a fee waiver policy to make any student fee permissible.
3. Charter School does not have a "two-tier" educational system. Students who purchase additional supplies not provided free-of-charge by Charter School, or students who make

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voluntary donations to the Charter School’s programs and activities, are not provided a higher educational standard than students who do not.

- 4. Charter School does not offer course credit or privileges related to educational activities in exchange for money or donations of goods or services from a student, and Charter School does not remove course credit or privileges related to educational activities, or otherwise discriminate against any student who does not or will not provide money or donations of goods or services to the school.
- 5. No fees shall be charged for inter district transfers, tuition or diplomas, mandatory caps and gowns, or admissions charges, whether for instruction or extracurricular, if part of the educational program. A cap and gown will be provided free of charge by the Charter School to graduating students and must be returned to the Charter School after the Graduation ceremony. Charter School may solicit voluntary donations of funds from students and parents of students to help cover the cost of cap and gown, but all students are provided access to a cap and gown, regardless of student or parent donation. Alternatively, students have the option to purchase their own cap and gown, which does not need to be returned to Charter School after the graduation ceremony.

III. **Lawful Fees**

These prohibitions shall not be interpreted to prohibit the imposition of a fee, deposit, or other charge otherwise allowed by law. (Education Code § 49011(e).) These include the following:

- 1. Charter School Reasonable fees [up to an amount not to exceed \$10,000] for the replacement of lost, damaged or unreturned school supplies, such as school ID cards, library books, laptops, iPads, e-readers, or library late return fees.
- 2. Fees for field trips and excursions in connection with courses of instruction or school related social, educational, cultural, as long as no student is prevented from making the field trip or excursion because of lack of sufficient funds. Charter School may solicit voluntary donations of funds or services from students and parents of students to help fund the field trips that are part of the curriculum, but all students may participate regardless of student or parent donation.
- 3. Fees for optional attendance as a spectator at a school sponsored activity
- 4. Charges for food served to students, subject to free and reduced price meal program eligibility and other restrictions specified in law.
- 5. Charges for medical or hospital insurance for field trips that is made available by the Charter School.
- 6. Fees for outdoor science school camp programs or cadet corps program, so long as no student is denied the opportunity to participate because of nonpayment of the fee.
- 7. Reimbursement for the direct cost of materials provided to a student for property the student has fabricated from such materials for his/her own possession and use, such as wood shop, art, or CTE projects kept by the student.

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8. Reimbursement for the actual cost of duplicating public records, student records, or a prospectus of the school curriculum. (Government Code § 6253; Education Code § 49091.14). There are two exceptions: First, no charge shall be made for furnishing up to two transcripts of former pupils' records or up to two verifications of various records of former pupils. (Education Code § 49065.) Second, if the cost would effectively prevent the parent of a special education pupil from exercising the right to receive copies of pupil records, the copies shall be reproduced at no cost.
9. Fees for transportation to and from school, and transportation between school and regional occupational centers, programs or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student and provided there is a waiver provision based on financial need.
10. Fees for transportation of pupils to places of summer employment.
11. Tuition fees charged to pupils whose parents are actual and legal residents of an adjacent foreign country or an adjacent state.
12. Tuition fees collected from foreign students attending Charter School pursuant to an F-1 visa, equal to the full unsubsidized per capita cost of providing education during the period of attendance.
13. Fees for an optional fingerprinting program for kindergarten or other newly enrolled students, if the fee does not exceed the actual costs associated with the program.
14. Fees for community classes in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the community classes.
15. Charges for eye safety devices for a student to keep, at a price not to exceed the school's actual costs, so long as the school provides them free for use in specified courses or activities in which students are engaged in, or are observing, an activity or the use of hazardous substances likely to cause injury to the eyes.
16. Fees for Advanced Placement and International Baccalaureate Diploma examinations for college credit, so long as (1) taking the exam is not a course requirement and (2) the exam results have no impact on a pupil's grade or credit in a course. An LEA may fund all or part of the cost of the AP test fee for an economically disadvantaged high school pupil or the IB test fee for a low- or middle-income pupil.
17. Fees for After School Education and Safety Programs, so long as no eligible student is denied the ability to participate because of an inability to pay the fee.

Fees for childcare and development services, except that no fees shall be assessed to students enrolled in the program for severely disabled children as stated in Education Code § 8250(d) or families receiving CalWORKS cash aid. Fees for state preschool, except that no family fees shall be assessed to students placed in state preschool by an IEP or families receiving CalWORKS cash aid. (Education Code §§ 8239, 8259(d)(3), 8263(g), (h), 8265, 8447(g), 5600.) Fees for supervision of children before and after school, except that no child who desires to participate shall be denied the opportunity to participate because of inability to pay the fee. (Education Code §§ 8487 and 8488.)

#### IV. Voluntary Contributions

Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or Charter School and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

Pupils, parents, and guardians are still encouraged (though not required) to make voluntary contributions or donations of time, money, or property and to participate in fund raising activities. Pupils may be encouraged to participate in fundraising activities through prizes or other recognition for voluntary participation.

#### V. Notice

Students and parents of students will be provided a copy of this policy at the start of each school year as part of Charter School 's Student and Parent Handbook.

#### VI. Complaint and Remedy Procedures

Students, parents or guardians who believe they are being charged an impermissible pupil fee should contact the Executive Director or designee, or file a complaint pursuant to Charter School's Uniform Complaint Procedures Policy ("UCP") set forth in Student and Parent Handbook. As outlined in the UCP, complaints related to school fees may be made anonymously. Pupil fee complaints shall be filed not later than one year from the date the alleged violation occurred.

In the event Charter School finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, Charter School shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by Charter School to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board. Under 5 CCR § 4600(u), "reasonable efforts" means a public school's good faith attempts to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint, as follows:

- (1) Reasonable efforts to identify pupils who paid a pupil fee include but are not limited to researching existing school records, contacting pupils who were enrolled in or participating in the educational activity during the time the pupil fee was charged, and considering submissions of proof of payment of the pupil fee.
- (2) Reasonable efforts to fully reimburse all pupils, parents and guardians who paid a pupil fee include but are not limited to crediting the pupil's school financial account and sending reimbursement by first class mail to the pupil's last known primary address as contained in school or local educational agency records. If the school has knowledge that a pupil's last known address as contained in school or local educational agency records is no longer valid, the school may attempt to obtain a more recent address from any notices returned to the school or local educational agency by the United States Postal Service.

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**Suicide Prevention Policy**

The Governing Board of Grossmont Secondary School ("Charter School") recognizes that suicide is a major cause of death among youth and should be taken seriously. In order to attempt to reduce suicidal behavior and its impact on students and families, the Governing Board has developed prevention strategies and intervention procedures.

The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and post-vention.

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

**Prevention and Instruction**

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the Charter School and is characterized by caring staff and harmonious interrelationships among students.

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

The Executive Director or designee may offer parents/guardians education or information which describes the severity of the youth suicide problem, the Charter School's suicide prevention efforts, risk factors and warning signs of suicide, basic steps for helping suicidal youth, reducing the stigma of mental illness, and/or school and community resources that can help youth in crisis. California Department of Education youth suicide prevention information can be found at: <http://www.cde.ca.gov/ls/cg/mh/suicideprevres.asp>

This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School Web page.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. If offered or included in the Charter School's instructional curriculum, suicide prevention instruction shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide.
2. Identify alternatives to suicide and develop coping and resiliency skills.
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent.

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4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking mental health, substance abuse, gender identity, or other support services.

### **Staff Development**

Suicide prevention training for staff may be designed to help staff identify and find help for students at risk of suicide. Materials approved by the Charter School for training shall include how to identify appropriate mental health services, at school facilities and within the larger community, and when and how to refer youth and their families to those services. The training may be offered under the discretion of the Executive Director and/or Governing Board and/or in cooperation with one or more community mental health agencies and may include information on:

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1. Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance abuse problems, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors.
2. Warning signs that may indicate suicidal intentions, including changes in students' appearance, personality, or behavior.
3. Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health.
4. School and community resources and services for students and families in crisis and ways to access them.
5. Charter School procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide.

### **Intervention and Emergency Procedures**

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly notify the Executive Director or designee. The Executive Director or designee shall then notify the student's parent/guardian as soon as possible and may also refer the student to mental health resources at the Charter School or in the community.

When a suicide attempt or threat is reported, the Executive Director or designee shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
  - a. Securing immediate medical treatment if a suicide attempt has occurred;
  - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
  - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.

2. Designate specific individuals to be promptly contacted, for example the school counselor, psychologist, nurse, Executive Director, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies.

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3. Document the incident in writing as soon as feasible.

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4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.

5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the school.

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

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

Students shall be encouraged through the education program and in school activities to notify a teacher, Executive Director, another school administrator, psychologist, school counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

#### **Employee Qualifications and Scope of Services**

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

A complete copy of the Suicide Prevention Policy is available on the school website.

#### ***Education for Homeless Children and Youth Policy***

The Board of Directors of Audeo Charter School hereby adopts this Educational for Homeless and Youth Policy to apply to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School, hereafter collectively referred to as ("Charter School"). The Governing Board desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging State academic standards, are provided a free and appropriate public education, are not

stigmatized, or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

### **Definition of Homeless Children and Youth**

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

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

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

### **Charter School Liaison**

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

Rachel Thomas, Equity and Inclusion Officer  
10170 Huennekens Street, San Diego, CA 92121  
858-678-4818

The Charter School Liaison shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

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

- 4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
- 5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
- 6. Enrollment/admissions disputes are mediated in accordance with law, Charter School charter, and Board policy.
- 7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
- 8. Charter School personnel providing services receive professional development and other support.
- 9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
- 10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

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

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**Enrollment**

Charter School shall immediately admit/enroll the student for which the Charter School is a School of Origin. "School of Origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

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Charter School shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy. A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

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The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of



homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Executive Director or designee shall refer the parent/guardian to the Charter School Liaison. The Charter School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student's school of origin for the entire period for which the youth is homeless. If a youth obtains permanent housing during an academic year, the youth will be permitted to remain in the school of origin through the end of the academic year.

### **Enrollment Disputes**

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy), pending final resolution of the dispute, including all available appeals. (42 U.S.C. § 11432(g)(3)(E).)

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the Charter School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The Charter School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

### **Comparable Services**

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in Charter School such as (42 U.S.C. § 11432(g)(4)):

- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in career and technical education
- Programs for gifted and talented students
- Charter School nutrition programs

### **Transportation**

In the event that Charter School provides transportation services to all Charter School students, Charter School shall provide comparable transportation services to each homeless child or youth attending Charter School, as noted above. (42 U.S.C. § 11432(g)(4).)

If the Charter School does not otherwise provide transportation services to all Charter School students, Charter School shall ensure that transportation is provided for homeless students to and from Charter School, at the request of the parent or guardian (or Charter School Liaison), if Charter School is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J).) Transportation

provided by Charter School will be adequate and appropriate for the Student's situation, but Charter School does not commit to any one method of transportation for all youth.

### **Professional Development**

All administrators, teachers and employees of Charter School will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. (42 U.S.C. § 11433(d)(3).) All identified or suspected homeless children and youth will be referred to the Charter School Liaison.

### **High School Graduation Requirements**

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

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

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

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

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

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

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

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

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

#### **Acceptance of Course Work**

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

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

#### **Notice**

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment and while the student is enrolled at the Charter School in alignment with the law. (42 U.S.C. § 11432(e)(3)(C).)

**Annual Policy Review**

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school.

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A copy of the complete board policy is available on the Charter School website.

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**Education for Foster and Mobile Youth Policy**

**Introduction**

The Board of Directors of Audeo Charter School hereby adopts this Educational for Foster and Mobile Youth Policy to apply to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School, hereafter collectively referred to as ("Charter School"). The Charter School recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School's educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in the Charter School's local control and accountability plan ("LCAP").

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**Definitions**

- "Foster youth" means a child who has been removed from their home pursuant to California Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
- "Former juvenile court school pupil" means a pupil who, upon completion of the pupil's second year of high school, transfers from a juvenile court school to the Charter School.
- "Child of a military family" refers to a student who resides in the household of an active duty military member.
- "Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. "Currently Migratory Child" includes a child who, without the parent/guardian, has

continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

- "Pupil participating in a newcomer program" means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.
- "Educational Rights Holder" ("ERH") means a parent, guardian, responsible adult appointed by a court to make educational decisions for a minor pursuant to Welfare and Institutions Code sections 319, 361 or 726, or a person holding the right to make educational decisions for the pupil pursuant to Education Code section 56055.
- "School of origin" means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin.
- "Best interests" means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

Within this Policy, foster/juvenile court youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be referred to collectively as "Foster and Mobile Youth."

**Foster and Mobile Youth Liaison**

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to the Charter School, the Governing Board shall designate a Foster and Mobile Youth liaison. The Governing Board designates the following position as the Charter School's liaison for Foster and Mobile Youth:

**Rachel Thomas**  
**Equity and Inclusion Officer**  
[rthomas@charterschool-sandiego.net](mailto:rthomas@charterschool-sandiego.net)

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The Foster and Mobile Youth Liaison shall be responsible for the following:

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of Foster and Mobile Youth.
2. Ensure proper transfer of credits, records, and grades when Foster and Mobile Youth transfer to or from the Charter School.
3. When a foster youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student within two (2) business days to obtain all academic and other records. The last school attended by the foster youth 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. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the Charter School.
4. When required by law, notify the foster youth's attorney and the appropriate representative of the county child welfare agency at least ten (10) calendar days preceding the date of the following:
  - a. An expulsion hearing for a discretionary act under the Charter School's charter.
  - b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster youth's attorney and the agency representative will be invited to participate.
  - c. A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's attorney and the agency representative will be invited to participate.
5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
6. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services.

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7. Develop protocols and procedures for creating awareness for Charter School staff, including but not limited to Administrator of Instructional Services, School Coordinator and Student Services Coordinator of the requirements for the proper enrollment, placement, and transfer of foster youth.
8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster youth.
9. Monitor the educational progress of foster youth and provide reports to the Equity and Inclusion Officer or designee and the Governing Board based on indicators identified in the Charter School's local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to Welfare and Institutions Code sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

### **School Stability and Enrollment**

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

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is their best interest. The Charter School will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking reenrollment in the Charter School as their school of origin.

A foster youth, currently migratory child, or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation or school uniform requirements (e.g. producing medical records or academic records from a previous school).

At the initial detention or placement, or any subsequent change in placement, a foster youth may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:

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

If the foster youth, currently migratory child or child of a military family is transitioning between school grade levels, the youth shall be allowed to continue in the district of origin in the same attendance area to provide the youth the benefit of matriculating with their peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the student be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from their school of origin, the Foster and Mobile Youth Liaison shall provide the foster youth and the foster youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.

If any dispute arises regarding a foster youth's request to remain in the Charter School as the foster youth's school of origin, the foster youth have the right to remain in the Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

### **Transportation**

The Charter School shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of



Title 20 of the United States Code, or unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, the Charter School shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the youth.

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status.

### **Effect of Absences on Grades**

The grades of a foster youth shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

- a. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date the student left school.
- b. A verified court appearance or related court-ordered activity.

### **Transfer of Coursework and Credits**

The Charter School shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school<sup>2</sup>, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed.

If the Foster and Mobile Youth did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that the student completed at another school unless the Charter School, in consultation with the student's ERH, finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course.

In no event shall the Charter School prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or

<sup>2</sup> For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.

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the University of California.

### **Applicability of Graduation Requirements**

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

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

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the ERH, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for the exemption. If the Charter School fails to provide timely notice of the availability of the exemption, the Foster and Mobile Youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the foster youth otherwise qualifies for the exemption.

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

The Equity and Inclusion Officer or designee shall notify a Foster and Mobile Youth and their ERH if the Charter School grants an exemption from the additional graduation requirements, how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution, and shall provide information about transfer opportunities available through the California Community Colleges.

A Foster and Mobile Youth who would otherwise be entitled to remain in attendance at the Charter School shall not be required to accept the exemption from additional graduation

requirements or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

If an eligible student is not exempted from additional graduation requirements or has previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student at any time if an exemption is requested by the youth and the youth qualifies for the exemption. Likewise, if the youth is exempted, the Charter School may not revoke the exemption.

If a Foster and Mobile Youth is exempted from additional graduation requirements pursuant to this section, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the Student eligible while he or she is enrolled in school or if the student transfers to another school, including a charter school, or school district.

The Charter School shall not require or request a Foster and Mobile Youth to transfer schools in order to qualify for an exemption from additional graduation requirements, and no Foster and Mobile Youth or any person acting on behalf of a Foster and Mobile Youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

Upon making a finding that a Foster and Mobile Youth is reasonably able to complete the Charter School's graduation requirements within the student's fifth year of high school, the Equity and Inclusion Officer or designee shall:

1. Inform the student and the student's ERH of the student's option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Inform the student and the student's ERH how remaining in school for a fifth year will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Upon agreement with the student or, if the student is under 18 years of age, the ERH, permit the student to stay in school for a fifth year to complete the Charter School's graduation requirements.

If a juvenile court youth satisfies the requirements for high school graduation while enrolled

at a juvenile court school but has elected to decline the issuance of the diploma for the purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from enrolling in the Charter School and pursuing additional coursework if requested by the youth or by the youth's ERH.

**Eligibility for Extracurricular Activities**

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

**Waiver of Fees for Afterschool Programs**

The Charter School shall not charge any student who the Charter School knows is currently in foster care any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

**Student Records**

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

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

**Complaints of Noncompliance**

Complaints of noncompliance with this Policy shall be governed by the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request.

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**Availability of Complete Policy**

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For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available on the school website.

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## **Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation, and Education**

### **A. SECTION 504 POLICY**

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The Board of Directors of Audeo Charter School hereby adopts the Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation and Education to apply to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School, and Sweetwater Secondary School hereafter collectively referred to as ("Charter School"). The Governing Board of the Charter School recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education and its legal responsibility to ensure that "no qualified person with a disability shall, solely by reason of their disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." This Policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a free, appropriate public education ("FAPE").

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities Education Act Improvement Act of 2004 ("IDEA").

The Charter School's Executive Director or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy's corresponding procedures.

A Section 504 Team will be convened to determine the student's need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable

about the Section 504 standards, the student's individual needs and school history, the meaning of evaluation data, and placement options. The student's parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law.

If Charter School does not assess a student after a parent has requested an assessment, the Charter School shall provide notice of the parent's/guardian's procedural safeguards. Charter School shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. Charter School shall periodically review the student's progress and placement.

The Charter School does not discriminate on the basis of disability, or any other characteristic protected under law. Charter School will implement this policy through its corresponding procedures.

## **B. SECTION 504 PROCEDURES**

### **A. Definitions**

1. **Academic Setting** – the regular, educational environment operated by Charter School.

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2. **Individual with a Disability under Section 504** – An individual who:

a. has a physical or mental impairment that substantially limits one or more major life activities;

b. has a record of such an impairment; or

c. is regarded as having such an impairment.

3. **Evaluation** – procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or

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procedures used with, all students in a school, grade, or class.

4. **504 Plan** – is a plan developed to identify and document the student’s needs for regular or special education and related aids and services for participation in educational programs, activities, and school–sponsored events.

5. **Free Appropriate Public Education (“FAPE”)** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.

6. **Major Life Activities** - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.

7. **Physical or Mental Impairment** –

a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or

b. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

8. **504 Coordinator** – The Special Education Coordinator shall serve as the Charter School’s Section 504 Coordinator. The parents or guardians may request a

Section 504 due process hearing from or direct any questions or concerns to the Section 504 Coordinator at (619) 393-2270.

9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

10. **Is regarded as having an impairment** - means

a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that they have been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

#### B. Referral, Assessment and Evaluation Procedures

1. Charter School will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.

2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student's file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504 Coordinator.

3. The Charter School has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who have or may have a disability are referred to the Section 504 Coordinator so that the assessment process is initiated.

4. The 504 Team convened by the Section 504 Coordinator will be composed of the student's parents/guardians and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.

5. The 504 Team shall promptly consider the referral and determine what



assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.

6. The 504 Team will consider the following information in its evaluation of the student:
  - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
  - b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
  - c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure.)
7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.
8. Mitigating measures cannot be considered when evaluating whether or not a student has a substantially limiting impairment. Mitigating measures could include medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications a student uses to eliminate or reduce the

effects of an impairment.

9. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.

10. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

#### C. 504 Plan

1. When a student is identified as having a disability within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a FAPE.

2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.

3. For each identified eligible student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the eligible student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.

4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.

5. The eligible student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The student shall be educated with students who are not disabled to the maximum extent appropriate to their individual needs.

6. The referral, assessment, evaluation, and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.

7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
8. If the 504 Team determines that the student has a disability but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a person with a disability under Section 504 and shall state the basis for the decision that no special services are presently needed.
9. The 504 Plan shall include a schedule for annual review of the student's needs and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
10. Charter School shall immediately implement a student's prior 504 Plan, when a student enrolls at the Charter School. Within thirty (30) calendar days of starting school, Charter School shall schedule a 504 Team meeting to review the existing 504 Plan. Charter School shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.

#### D. Review of the Student's Progress

1. The 504 Team shall monitor the progress of the eligible student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.
2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

#### E. Procedural Safeguards

1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:
  - Examine relevant records
  - Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
  - Have the right to file a Uniform Complaint pursuant to Charter School policy

- Seek review in federal court if the parents/guardians disagree with the hearing decision.

2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the following:

Kirsten Ramirez Henderson  
111 Fletcher Parkway, El Cajon, CA 92020  
(619)-393-2270  
khenderson@altuschools.net

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Notifications shall also advise that reimbursement for attorney's fees is available only as authorized by law.

3. The Executive Director or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with Charter School or any district within the El Dorado Charter SELPA or the San Diego County Office of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, the parent/guardian may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing their request for a hearing. A request for hearing should include:

- The specific decision or action with which the parent/guardian disagrees.
- The changes to the 504 Plan the parent/guardian seeks.
- Any other information the parent/guardian believes is pertinent.

5. Within five (5) calendar days of receiving the parent/guardian's request for a hearing, the Charter School may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and the Charter School. Alternative dispute resolution options include:

- Mediation by a neutral third party.

- Review of the 504 Plan by the Executive Director or designee.

6. Within ten (10) calendar days of receiving the parent/guardian's request, the Executive Director or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.

7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) calendar days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.

8. The parent/guardian and the School shall be afforded the rights to:

- Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as having a disability under Section 504.

- Present written and oral evidence.

- Question and cross-examine witnesses.

- Receive written findings by the hearing officer.

9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.

10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.

11. Charter School shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

F. Suspension and Expulsion, Special Procedures for Students with Disabilities

Charter School shall follow the suspension and expulsion policy and procedures as set forth in the charter. A student who is qualified for services under Section 504 of the

Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. Charter School will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in accordance to due process to such students. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

#### 1. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's 504 Plan; and receive, as appropriate, a functional behavioral assessment ("FBA") and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

#### 2. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Charter School, the parent, and relevant members of the 504 Team shall review all relevant information in the student's file, including the child's 504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the 504 Plan.

If Charter School, the parent, and relevant members of the 504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If Charter School, the parent, and relevant members of the 504 Team make the determination that the conduct was a manifestation of the child's disability, the 504 Team shall:

- a. Conduct an FBA and implement a behavioral intervention plan ("BIP") for such child, provided that Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If the child has a BIP, review the BIP and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and Charter School agree to a change of placement as part of the modification of the BIP.

If Charter School, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

### 3. Appeals

The parent/guardian of a child with a disability under a 504 Plan who disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, either party may request to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and Charter School agree otherwise.

### 4. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. § 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. § 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's 504 Team.

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to the IDEA 2004 and who has violated Charter School's disciplinary procedures may assert the procedural safeguards granted under these Procedures only if Charter School had knowledge that the student had a disability before the behavior occurred.

Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to School Coordinator or the Administrator for Instructional Services, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or the special education teacher or the school coordinator, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the Special



Education Coordinator or to the School Coordinator or to the Administrator for Instructional Services.

If Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA 2004-eligible children with disabilities, including the right to stay-put.

If Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Charter School shall conduct an expedited evaluation if requested by the parent/guardian; however, the student shall remain in the education placement determined by Charter School pending the results of the evaluation.

Charter School shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

### **C. PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT**

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

1. Have your child take part in and receive benefits from public education programs without discrimination because of their disabling condition.
2. Have Charter School advise you of your rights under federal law.
3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have Charter School make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.

6. Have your child receive special education and related services if your child is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEA 2004).
7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.
8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by Charter School.
9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
11. Obtain a response from Charter School to reasonable requests for explanations and interpretations of your child's records.
12. Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading, or otherwise in violation of the privacy rights of your child. If Charter School refuses this request for amendment, the Charter School shall notify you within a reasonable time and advise you of your right to an impartial hearing.
13. Request mediation or file a grievance in accordance with Charter School's Section 504 mediation grievance and hearing procedures, outlined above.
14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
15. File a formal complaint pursuant to the Charter School's Uniform Complaint Policy and Procedures. Please ask the Executive Director for a copy of the Charter School's Uniform Complaint Policy and Procedures if you need one.
16. File a formal complaint with the U.S. Department of Education.

Office for Civil Rights, U.S. Department of Education  
San Francisco Office

50 United Nations Plaza  
San Francisco, CA 94102  
(415) 486-5555 PHONE  
(415) 486-5570 FAX  
Email: [OCR.SanFrancisco@ed.gov](mailto:OCR.SanFrancisco@ed.gov)

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17. Be free from any retaliation from Charter School for exercising any of these rights.

Please contact Kirsten Ramirez Henderson 504 Coordinator, (619) 393-2270 and at 111 Fletcher Parkway, El Cajon, CA 92020, with any questions regarding the information contained herein.

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A copy of the School's Section 504 policies and procedures is available upon request and on the school website.

**Special Education/Students with Disabilities/Child Find**

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

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact [Hayley Beaupre](#), School Coordinator at [\(858\) 249-7018](#).

**Education Records and Student Information Policy**

The Governing Board of [Grossmont Secondary School \("Charter School"\)](#) hereby adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by Charter School.

**Definitions**

- "Education Record": An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by Charter School or by a party acting for Charter School. Such information includes, but is not limited to:

Deleted:

1. Date and place of birth; parent and/or guardian's address, mother's maiden name and

where the parties may be contacted for emergency purposes;

2. Grades, test scores, courses taken, academic specializations and school activities;
3. Special education records;
4. Disciplinary records;
5. Medical and health records;
6. Attendance records and records of past schools attended; and/or
7. Personal information such as, but not limited to, a student's name, the name of a student's parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

1. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
  2. Records maintained by a law enforcement unit of Charter School that were created by that law enforcement unit for the purpose of law enforcement;
  3. In the case of a person who is employed by Charter School but not in attendance at Charter School, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee and are not available for any other purpose;
  4. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at Charter School;
  5. Records that only contain information about an individual after the individual is no longer a student at Charter School; or
  6. Grades on peer-graded papers before they are collected and recorded by a teacher.
- *"Personally Identifiable Information"*: Personally identifiable information ("PII") is information about a student that is contained in their education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). PII includes, but is not limited to: a student's name; the name of a student's parent

or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who Charter School reasonably believes knows the identity of the student to whom the education record relates.

- *"Directory Information"*: Charter School may disclose the PII that it has designated as directory information, consistent with the terms of the annual notice provided by Charter School pursuant to the FERPA (20 U.S.C. § 1232g). Charter School has designated the following information as directory information:
  1. Student's name
  2. Student's address
  3. Parent/guardian's address
  4. Telephone listing
  5. Student's electronic mail address
  6. Parent/guardian's electronic mail address
  7. Photograph
  8. Date and place of birth
  9. Dates of attendance
  10. Grade level
  11. Degrees, honors, and awards received
  12. The most recent educational agency or institution attended
  13. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)
- *"Parent"*: Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- *"Eligible Student"*: Eligible student means a student who has reached eighteen (18) years of age.
- *"School Official"*: A school official is a person employed by Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of Charter School . A school official also may include a volunteer for Charter School or an independent contractor of Charter School or other party who performs an institutional service or function for which Charter School would otherwise use its own employees and who is under the direct control of Charter School with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks.

- *“Legitimate Educational Interest”*: A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

### **Disclosure Of Directory Information**

At the beginning of each school year, Charter School shall provide parents and eligible students with a notice containing the following information: 1) The type of PII it designates as directory information; 2) The parent’s or eligible student’s right to require that Charter School not release “directory information” without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify Charter School in writing of the categories of “directory information” that it may not disclose without the parent’s or eligible student’s prior written consent. Charter School will continue to honor a valid request to opt out of the disclosure of a former student’s directory information made while the former student was in attendance unless the student rescinds the opt out request.

### **Annual Notification To Parents And Eligible Students**

At the beginning of each school year, in addition to the notice required for directory information, Charter School shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student’s education records;
2. Seek amendment of the student’s education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student’s privacy rights;
3. Consent to disclosures of PII contained in the student’s education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by Charter School to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that Charter School forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends

to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and

4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

### **Parental And Eligible Student Rights Relating To Education Records**

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Executive Director. Within five (5) business days, Charter School shall comply with the request.

#### **1. Copies of Education Records**

Charter School will provide copies of requested documents within five (5) business days of a written request for copies. Charter School may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

#### **2. Request for Amendment to Education Records**

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Executive Director to correct or remove any information in the student's education record that is any of the following:

- a. Inaccurate.
- b. Misleading.
- c. In violation of the privacy rights of the student.

Charter School will respond within thirty (30) days of the receipt of the request to amend. Charter School's response will be in writing and if the request for amendment is denied, Charter School will set forth the reason for the denial and inform the parent or eligible student of their right to a hearing challenging the content of the education record.

If the Executive Director sustains any or all of the allegations, the Executive Director must order the correction or the removal and destruction of the information. The Executive Director or designee must then inform the parent or eligible student of the amendment in writing.

#### **3. Hearing to Challenge Education Record**

If Charter School denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that the parent or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release

information from the student's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- a. The Administrator of Instructional Services, School Coordinator, or designee of a public school other than the public school at which the record is on file;
- b. A certificated Charter School employee; and
- c. A parent appointed by the Executive Director or by the Board Chair, depending upon who convenes the panel.

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The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by Charter School to the parent or eligible student no later than twenty (20) days before the hearing.

The Administrator for Instructional Services or designee of a public school will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney. The decision of the Board Chair or Executive Director or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, Charter School's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, Charter School decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, Charter School decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of Charter School, or both. If Charter School places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

#### **Disclosure Of Education Records And Directory Information**

Charter School must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and Charter School shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.



Charter School will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. Charter School must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, Charter School will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

1. Charter School will disclose education records, without prior written consent of the parent or eligible student, to the following parties:
2. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations ("C.F.R.") Part 99;
3. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
4. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
5. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
6. Organizations conducting certain studies for Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
7. Accrediting organizations in order to carry out their accrediting functions;
8. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
9. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;

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

#### **Record Keeping Requirements**

Charter School will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of Charter School in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of Charter School and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, Charter School officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents and eligible students, Charter School officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of Charter School.

Student cumulative records may not be removed from the premises of Charter School, unless the individual removing the record has a legitimate educational interest, and is authorized by the Executive Director, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the Charter School premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off

premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.).

### **Complaints**

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

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202-5920

### **Record Retention**

Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations ("CCR") sections 431 through 438, per the following:

- *"Mandatory Permanent Student Records"*: must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
  1. Legal name of student
  2. Date of birth
  3. Method of verification of birth date
  4. Sex of student
  5. Place of birth
  6. Name and address of parent of minor student
  7. Address of minor student if different than above
  8. An annual verification of the name and address of the parent and the residence of the student
  9. Entering and leaving date of each school year and for any learning periods or courses taken during each year, half year, summer or quarter
  10. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
  11. Verification of or exemption from required immunizations
  12. Date of high school graduation or equivalent

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled or intends to enroll. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

- *"Mandatory Interim Student Records"*: Must be maintained until judged to be disposable defined as "when the student leaves the charter school or when their usefulness ceases." These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:

1. A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible student, or a dependent adult student, or an adult student, or the custodian of records.
2. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
3. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
4. Language training records
5. Progress slips and/or notices
6. Parental restrictions regarding access to directory information or related stipulations.
7. Parental or adult student rejoinders to challenged records and to disciplinary action
8. Parental authorizations or prohibitions of student participation in specific programs
9. Results of standardized tests administered within the preceding three years

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled or intends to enroll. If the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

- *"Permitted Student Records"*: may be maintained and may be destroyed when their usefulness ceases or after six (6) months following the student's completion or withdrawal from school. These records are defined as:
  1. Objective counselor and/or teacher ratings
  2. Standardized test results older than three years
  3. Routine discipline data
  4. Verified reports of relevant behavioral patterns
  5. All disciplinary notices
  6. Attendance records not covered in the 5 CCR § 400

Permitted student records may be forwarded upon a request by a public or private school in which a student is enrolling. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

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A copy of the complete Policy is available on the school website.

**Professional Boundaries: Staff/Student Interaction Policy**

The Board of Directors of Audeo Charter School, hereby adopts this Staff/Student Interaction Policy to apply to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont

**Deleted:** .

**Deleted:** Audeo Charter School (1) and Charter School of San Diego

Secondary School, and Sweetwater Secondary School, hereafter collectively referred to as “Charter School.”

The Governing Board recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

## **I. PURPOSE AND SCOPE**

It is the purpose of this policy to provide additional specificity to the standards of conduct embodied in the Charter School code of ethics-related rules and regulations so that staff members clearly understand the prohibitions and behavior boundaries which must govern their conduct towards students. (For purposes of this Policy, staff includes all school employees—certificated or classified; coaches or advisors; full-time or part-time, and independent contractors and volunteers).

The rules of conduct set forth in this Policy are not intended to serve as an exhaustive delineation of requirements, limitations, or prohibitions on staff conduct and activities established by this school. Rather, the components of this Policy serve to:

- (1) Alert staff about some of the more sensitive and often problematic matters involved in faculty/staff student relationships.
- (2) Specify boundaries related to potentially sexual situations and conduct—the crossing of which is contrary to accepted norms of behavior and in conflict with the duties and responsibilities of staff.
- (3) Provide staff members with clear guidance in conducting themselves in a manner that reflects high standards of professionalism. (It is important for Charter School to maintain a school-wide culture in which students and staff understand their responsibilities to report sexual misconduct without fearing that school leaders will betray them if they do. In order to prevent sexual abuse and exploitation, students and staff must know that the administration will investigate reports about possible misconduct.)
- (4) Clarify that improper action will have significant consequences.
- (5) Provide an environment that empowers students to identify actions that appear to have crossed boundaries.
- (6) Define the process that Charter School will use for addressing potential improper conduct.
- (7) Preserve student and staff privacy rights during any pending investigation.

## **II. BACKGROUND AND GENERAL POLICY PROVISIONS**

Actions by staff members that are inconsistent or in conflict with the values established by Charter School can harm students, staff members, and the school’s operation; therefore, such actions are unacceptable. It is the policy of this school that all school staff conduct themselves at all times in a manner that reflects the ethical standards consistent with the rules contained in this Policy and otherwise proclaimed by this school.

The provisions herein are intended to guide all Charter School staff members toward conduct that reflects the high standards of behavior and professionalism required of school staff while defining interaction boundaries between students and staff members.

Misconduct by a staff member disrupt the education of other students, sidetrack the instructional focus of the school, and harm the school's legitimacy—all of which threaten the school's future ability to recruit skilled professionals and maintain a credible operation in the eyes of the community. It is critical that staff members study this Policy thoroughly and behave in ways to avoid even the appearance of misconduct.

While all boundaries and/or situations cannot be addressed in a single policy, the issues delineated herein are among those that can be most problematic for staff members and among those that can have the greatest potential for a negative impact on this school and its community. Staff members should seek guidance in their daily conduct from established policies, procedures, and directives as well as through the guidance and recommendations of school leadership. Although this Policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders.

### **III. BOUNDARIES**

#### **A. Boundaries Defined**

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

#### **B. Acceptable and Unacceptable Behavior**

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

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this Policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all staff study this Policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of implementing "personalized, education programs to facilitate student achievement," student/staff interaction has boundaries regarding the activities, locations, and intentions.

#### **Unacceptable Staff/Student Behaviors (Violations of this Policy)**

This list, and any subsequent lists, are not meant to be all-inclusive, but, rather illustrative of the types of behavior addressed by this Policy.

1. Giving gifts to an individual student that are of a personal and intimate nature.
2. Kissing of ANY kind.
3. Any type of unnecessary physical contact with a student in a private situation.

4. Intentionally being alone with a student away from the school.
5. Making, or participating in, sexually inappropriate comments.
6. Sexual jokes, or jokes/comments with sexual double-entendre.
7. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
8. Listening to or telling stories that are sexually oriented.
9. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
10. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

**Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission**

1. Giving students a ride to/from school or school activities without parent permission (only in “emergency” situations).
2. Being alone in a room with a student.
3. Allowing students in your home.

**Cautionary Staff/Student Behaviors**

1. Remarks about the physical attributes or physiological development of anyone.
2. Excessive attention toward a particular student.
3. Sending e-mails, text messages, social media responses, or letters to students if the content is not about school activities.

**Acceptable and Recommended Staff/Student Behaviors**

1. Getting parents’ written consent for any after-school activity on or off campus (exclusive of tutorials).
2. Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions.
3. E-mails, text-messages, phone conversations, and other communications to and with students must be professional and pertain to school activities or classes. (Communication should be initiated via school-based technology and equipment.)
4. Keeping reasonable space between you and your students.
5. Stopping and correcting students if they cross your own personal boundaries.
6. Keeping parents informed when a significant issue develops about a student.
7. Keeping all discussions with students professional.
8. Asking for advice from senior staff or administrators if you find yourself in a difficult situation related to boundaries.
9. Involving your supervisor if conflict arises with a student.

10. Informing your supervisor and/or Support Team (coordinators and directors) about situations that have the potential to become more severe.
11. Making detailed notes about an incident that could evolve into a more serious situation later.
12. Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers.
13. Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator).
14. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student.
15. Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high-five's, and handshakes are appropriate.
16. Keeping your professional conduct a high priority during all moments of student contact.
17. Asking yourself if any of your actions which go contrary to these provisions are worth sacrificing your job and career.

#### **IV. CORPORAL PUNISHMENT**

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

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

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
  1. Stopping a student from fighting with another student;
  2. Preventing a pupil from committing an act of vandalism;
  3. Defending yourself from physical injury or assault by a student;
  4. Forcing a pupil to give up a weapon or dangerous object;
  5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
  6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
- B. Examples of PROHIBITED actions (corporal punishment)



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

#### **V. Reporting**

When any staff member, parent, or student becomes aware of a staff member having crossed the boundaries specified in this Policy, they should report the occurrence or suspected occurrence to a supervisor and/or Support Team member promptly. All reports shall be confidential. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Staff must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse. Please note that employees of the Charter School are mandated reporters under California state law, and are thus legally bound to report suspected abuse or neglect of a student.

#### **VI. Investigating**

A supervisor and/or Support Team member will promptly investigate and document the investigation of any allegation of inappropriate conduct per this Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s), including any potential witnesses, to the extent practical and appropriate under the law. The investigating supervisor shall promptly notify the Administrator of Instructional Services that an investigation is in progress; the Administrator of Instructional Services, in turn, shall notify the Executive Director of the existence and status of any investigations. Upon completion of any such investigations, the Administrator of Instructional Services shall direct the investigating administrator to report to the Executive Director any conclusions reached. The investigating administrator may consult with Charter School legal counsel, as appropriate, prior to, during, and after conducting any investigation.

#### **VII. Consequences**

Staff members who have violated this Policy will be subject to appropriate disciplinary action, and, where appropriate, will be reported to authorities for potential legal action.

#### **VIII. Training**

This document shall be discussed with and acknowledged by all Charter School employees as part of their initial employment and again, on an annual basis, as part of on-going training for all Charter School employees. A copy of this acknowledgement will be placed into each Charter School employee's personnel folder. In addition, appropriate portions of this Policy and related information will be incorporated into on-going Charter School communications thrust to underscore the continuing importance that Charter School places on student/staff interaction.

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## Holidays and School Breaks

<b>Independence Day (observed)</b>	<u>July 5, 2021</u>
<b>Labor Day</b>	<u>September 6, 2021</u>
<b>Veterans Day</b>	<u>November 11, 2021</u>
<b>Thanksgiving Holiday</b>	<u>November 22-26, 2021</u>
<b>Winter Break</b>	<u>December 18, 2021 – January 2, 2022</u>
<b>Martin Luther King, Jr. Day</b>	<u>January 17, 2022</u>
<b>Presidents' Day Holiday</b>	<u>February 18 – 21, 2022</u>
<b>Spring Break</b>	<u>March 28 – April 1, 2022</u>
<b>Memorial Day</b>	<u>May 30, 2022</u>

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¶ Labor Day September 7, 2020¶

¶ Veterans Day November 11, 2020¶

¶ Thanksgiving Holiday November 26-27, 2020¶

¶ Winter Break December 21, 2020 – January 1, 2021¶

¶ Martin Luther King, Jr. Day January 18, 2021¶

¶ Presidents' Day Holiday February 12 – 15, 2021¶

¶ Spring Break March 29 – April 2, 2021¶

¶ Memorial Day May 31, 2021¶

## Welcome to Sweetwater Secondary School *Transforming Lives*

You are enrolled in one of the best charter schools in California. At Sweetwater Secondary School ("SSS," the "School," or the "Charter School") we focus on academic improvement, high caliber teaching, and safe and supportive learning environments. By developing our students into role models, we can achieve educational reform!

This booklet offers an overview of the expectations we have of our students and parents and key information for the success of students at SSS. Our students' progress and academic achievement is important to us. We ask that students and parents commit to working closely with your teachers. They will guide you toward the achievement of the goals you have identified as your own.

SSS is proud to offer safe and supportive environments that are conducive to learning. Teachers are trained to focus on specific student needs, and parent involvement is welcomed. Our school's standards and expectations are high. We provide the best available materials and a school culture that is positive, supportive, and committed to putting kids first. Our "university model" is an excellent preparation for future study.

We look forward to working with our new students. Please do not hesitate to keep in touch with us and let us know how we are doing.

## Official School Correspondence

All correspondence for the school and its staff should be mailed to:

3252 Bonita Rd.  
Chula Vista, CA 91910

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**Steps to Success (Student Learner Outcomes--SLOs)****Inside Back Cover****Contact Information****Back Cover**

## About Our School

[Sweetwater Secondary School \(SSS\)](#) is a public school designed for students who seek an alternative option to the traditional approach to education. Students receive a personalized and rigorous academic experience from a high-quality staff in a safe and supportive environment. As a charter school, [SSS](#) is a school of choice, with open enrollment policies that serve a diverse student community. The flexible scheduling and around-the-year calendar better serves many students who seek a non-traditional environment in which to learn. [Sweetwater Secondary School](#) serves students in grades 7-12.

### ***Core Competency: Transforming Lives***

#### ***Mission - Why We Exist***

- To implement personalized educational programs to facilitate student achievement.
- To provide a prototype for changing the way teachers teach and students learn in the future.

#### ***Vision - What We Strive to Be***

- An educational option that offers a personalized instructional program that demonstrates positive outcomes for each student.
- A prototype for educational reform that creates instructional, service, organizational, and governance role models.
- A collaboration of efforts that improve the quality of life for students, their families, our employees, and the Southern California community-at-large.

#### ***Values - How We Do Our Work***

- Kids come first.
- Education is personalized, individualized and high quality.
- Highly professional individuals are accountable for their work, and are independent, self-motivated, high-energy people who speak for themselves.
- We create a positive, challenging environment that is centered on teaching and learning.
- People-centered teams focus on supporting quality teaching and learning.
- Manage the school with proven business principles focusing on continuous improvement.
- Performance is measured on a variety of indicators that include productivity, credit ratio, auditability, quality, performance, and commitment to the vision of [Sweetwater Secondary School](#).

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## Instructional Program

Our school is accredited by the Western Association of Schools and Colleges ("WASC"). At [SSS](#), students receive a rigorous curriculum based on the California Common Core standards. We provide University of California ("UC") approved courses for those students planning to attend a UC or California State University ("CSU") school after the completion of high school. Additionally, we offer National Collegiate Athletics Association ("NCAA") - approved

courses for students who are interested in pursuing NCAA athletic scholarships. Our “university model” is an excellent preparation for future studies.

The primary method of instruction is independent study supplemented with in-person participation at one of our Resource Centers. Each [SSS](#) Resource Center location provides a professional, quiet environment for one-on-one learning with a credentialed teacher who is available on-demand. Resource Centers are located at major retail centers or office buildings and [may](#) include work-study employment opportunities. Guest speaker events, tutoring, and field trips are also available. These activities are a required part of the curriculum and provide opportunities for basic skills development, career exploration, higher-level thinking skills, interpersonal relationship skills, and enrichment within the core curriculum. This method of instruction is very similar to university studies in which students take one course at a time and are required to take charge of their education.

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Upon enrollment, a credentialed “On-Demand” teacher is assigned to each student who, in collaboration with the student and parents, assesses the student’s current needs and goals and creates a plan for rapid advancement, focusing solely on one or two subjects at a time. Assigned to each student for a full year or more, the teacher supervises all subjects studied, and is personally held accountable to inspire and produce self-motivated and self-disciplined students who succeed not only academically, but also socially through teamwork and community service. As a result, On-Demand teachers adjust assignments to align with the goals and interests of the student and also personally act as necessary to ensure achievement. For example, if a student is late to an appointment, teachers contact either the student or the parents within minutes to identify and address any needs and teach accountability.

To further support students working on courses in core subject areas (English, mathematics, sciences, social science, and the fine and practical arts), additional certificated teachers with subject-matter expertise are available to students at their assigned Resource Center, via email or telephone within 24 hours.

[SSS](#) also offers a blended learning option for its students. Blended learning is a formal educational program in which a student learns at least in part through online delivery of content with some element of student control over time, place, path, and pace. This option allows students to complete the majority of their academic coursework at home.

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Upon enrollment, a Pathways Personalized Education Plan (“PPEP”) is prepared by a school counselor that outlines high school graduation requirements. This PPEP is delivered to the teacher. The student, parents/guardians, and teacher complete the planning with a discussion of the student’s short and long-term goals, transcripts from previous schools, learning styles, current interests, academic achievement, career interests, skills development, and standardized test scores. The PPEP is reviewed and updated by the parents, student, and teacher on a regular basis throughout the student’s enrollment.

Students study one or two subjects/courses at a time and are expected to complete an average of one course every three-to-four weeks. Within these parameters students can progress at an individualized pace, receiving tutoring or enrichment as needed.

[SSS](#) students earn course credits and attendance by successfully completing the prescribed lessons that demonstrate mastery of the state standards.

The student’s primary academic support person for student success is the teacher. The teacher becomes fully acquainted with his/her students, their families, and other factors that affect their learning and academic success. In addition to the services provided by staff, [SSS](#) has many partnerships and alliances to provide community resources for students and their families.

### **Home/School Partnership**

The most important relationship we build is the one between the teacher, student, and the student’s family. [SSS](#) encourages parent/guardian involvement through the monitoring of his/her student’s regular and required attendance of Resource Center appointments, completion of high-quality work according to scheduled dates, and attendance on testing days and field trips. With parents actively involved in their student’s lives, we can create a successful learning environment.

Two-way communication between all staff and parents is a building block for student success. Teachers are available for parent-student conferences, phone calls, interventions and home visits. In addition, there are scheduled opportunities throughout the year for dialogue. These opportunities include Open House nights, master agreement signings, college information meetings, and senior meetings. A climate that continually promotes open communication and dialogue is expected and supported.

### **Parent Involvement Policy**

The Charter School aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act ("ESEA"). The Charter School staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success.

#### **Title I Parent Involvement Policy**

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Sweetwater Secondary School ("Charter School") recognizes the parents/guardians are their children's first and most influential teachers and the sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Executive Director or designee shall work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in school 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.

Each year the Executive Director or designee shall identify objectives of the school's parent involvement. He/she shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program.

The President or designee shall ensure that the parent involvement strategies are established and implemented.

The Title I Parent Involvement Policy was updated and developed in collaboration with parents of Title I students. Parents participated in the development process through surveys and meetings at the Resource Centers. The data collected from parents yielded important feedback on ways to successfully engage parents and improve the parent involvement practices. Parents expressed the following themes:

- Parents can provide input and receive communication from staff through various programs and activities.
- Parents feel involved in their child's education through various programs and activities.
- Parents report having frequent communication with instructional staff.
- Parents want to continue to access resources and trainings on how they can better support their children's achievement and performance at school and at home.
- Parents want to continue to have safe, supportive, and innovative Resource Centers.

These recommendations above are integrated throughout this Title I Parent Involvement Policy and reinforce the core belief that parents are our equal partners in ensuring the success of all students.

The Title I Parent Involvement Policy will be annually distributed to parents by including the policy in the handbook, making the policy available on the website and at the Resource Centers. This Policy describes the means for carrying out the following Title I parental involvement requirements.

### **Charter School Expectations and Objectives**

In establishing the Charter School's expectations and objectives for meaningful parent and family involvement, Charter School has established the following practices:

1. Charter School involves parents and family members in the joint development of the Charter School's Parent and Family Engagement Plan.
  - Parents have the opportunity to provide input and feedback on engagement through the School Site Council, English Language Advisory Committee, Open House, Senior Exit Orientations, and teacher-parent meetings. In addition, parents provide feedback on engagement through the annual LCAP development process and surveys.
2. Charter School provides the coordination, technical assistance, and other support necessary to assist and build the capacity within the Charter School in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education.
  - Parent have the opportunity to regularly communicate with their student's teacher on a variety of involvement opportunities to ensure academic success of their child and the school. Teachers are communicating daily, weekly, and monthly with parents on overall school progress. In addition, the school provides Open House and Parent Information sessions on a variety of school achievement topics through Altus University and the College and Career Week.
3. Charter School coordinates and integrates parent and family engagement strategies to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs.
  - Parents have the opportunity to participate in the development of the LCAP and title funding recommendations in School Site Council and English Language Advisory meetings and surveys. Teachers are in constant communication with parents regarding their feedback on all aspects of the program.
4. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the Policy in improving the academic quality at the Charter School.
  - Through regular communication with parents at each resource center, annually parent surveys, parent stakeholder meetings, school website, school publications, and social media parents input and feedback is sought after and deemed essential by the school for improvements in academic results.
5. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of barriers to greater participation by parents/families (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background).
  - The school has designated the Equity and Inclusion department to ensure outreach efforts are being made to all parents representing all student groups. Potential barriers to parent participation are discussed at teacher meetings, resource center meetings, School Site Council meetings, and English Language Advisory meetings to ensure all parents can participate as needed.
6. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of the needs of parents and family members to assist with the learning of their children, including engaging with Charter School personnel and teachers.



- Teachers are required to reach out to all parents in a variety of methods (in-person, phone, email, text, letters, home visits) to ensure their involvement. In addition, the school provides several Parent Involvement presentations throughout the year through Altus University.
7. Charter School conducts, with the meaningful involvement of parents and family members, an annual evaluation of strategies to support successful Charter School and family interactions.
    - Staff is in constant communication with parents to review all involvement opportunity and strategies. Teachers are specially trained to involve parents in a variety of ways. The school reviews monthly data on outreach efforts and compares it with academic outcomes to ensure the success of every student. Any modifications in parent outreach and involvement strategies are quickly adopted as appropriate.
  8. Charter School uses the findings of the annual evaluation to design evidence-based strategies for more effective parental and family engagement, and to revise, if necessary, the Parent and Family Engagement Policy.
    - Monthly and annual reviews of student results allow the school to incorporate improvement and/or new parent and family engagement strategies as needed. Monthly intervention reports are published, disseminated, and reviewed to ensure the success of every student. New strategies to better engage parents are discussed in a variety of forums with parents and staff to ensure applicability.
  9. Charter School involves parents in the activities of the Charter School to adequately represent the needs of the population.
    - All parents have the opportunity to participate as a member of the School Site Council. They also have the opportunity to provide feedback directly to school staff in the resource center meetings or through the annual LCAP development process.

#### **Involvement of Parents in the Title I Program**

To involve parents in the Title I program, the following practices have been established:

1. Conduct an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program.
  - In the fall, an annual meeting will be held to share with parents a description of the Title I program and its requirements.
2. Offer a flexible number of meetings for Title I parents, such as meetings in the morning or evening.
  - The Resource Centers are open from 7am-7pm daily. Teachers schedule meeting with parents based on parent availability.
3. Involve parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I programs and the Title I parental involvement policy. \*
  - The Title 1 Parent Information Meeting is held prior to Open House Events.
  - The 1st School Site Council Meeting focuses on our parent involvement policy and Title 1 Program.
  - Parents are invited to participate in School Site Council Meetings to discuss Title 1 Policies.
4. Provide parents of Title I students with timely information about Title I programs.

- Parents receive the Title 1 Parent Involvement Policy upon enrollment with receipt of the Parent Handbook.
  - The Title 1 Parent Meeting is held in the fall of each school year.
5. Provides parents of Title I students with an explanation of the curriculum used at the School, the assessments used to measure student progress, and the proficiency levels students are expected to meet.
- Open House Events and Senior Night Events provide detailed information and explanations of curriculum, assessments, and proficiency levels.
  - School Site Council Meetings provide a forum to review school wide progress by grade level and student groups.
  - Parent conferences (each semester), and meetings upon request, provide detailed feedback on student progress, proficiency levels, and assessment data.
6. If requested by parents of Title I students, provide opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children.
- Parents receive monthly Resource Center calendars detailing parent involvement opportunities.
  - Parents can request meetings with a school administrator to answer questions, make decisions, and develop goals.
  - Parent emails and contacts are responded to in 24 business hours.
  - An administrator will meet with parents and teachers during intervention meetings to discuss achievement of Title 1 students.

\*The policy must be updated periodically to meet changing needs of parents and the School. If the School has a process in place for involving parents in planning and designing the School's programs, the school may use that process if it includes adequate representation of parents of Title I children.

#### **Home-School Compact**

The Home-School Compact will be distributed to parents of Title I annually. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

- The Schools responsibility to provide high-quality curriculum and instruction to meet the challenging State academic standards.
- The ways parents will be responsible for supporting their children's learning, volunteering in the Resource Center, and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time.
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe Resource Center activities and ensuring regular communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.

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The Home-School Compact was developed by the School Site Council and is annually updated by the School Site Council.

### Building Capacity for Involvement

The School engages Title I parents in meaningful interactions with the School. The School supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the following practices have been established.

1. Title I parents are provided with assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the achievement of their children.
  - Open House and Senior Night events are held during the school year with a specific focus on understanding Common Core Standards and Smarter Balanced Assessments.
  - Parent and teacher mid-year conferences focus on how to monitor and improve student academic skills and how to prepare for assessments.
2. Title I parents are provided with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement, to help them work with their children to improve their children's achievement.
  - Provide online enrichment and instructional materials that parents can use at home with their children (Achieve 3000, BrainPOP, BrainPOP ELL).
  - Provide resources on the School's website for parents to use in supporting their students' academic, health, social and emotional needs.
  - Offer Parent Courses through Altus University that address topics in high demand among parents based on annual survey.
3. With the assistance of Title I parents, the School educates staff members about the value of parent contributions, and in how to reach out, communicate with, and work with parents as equal partners to implement and coordinate parent programs and build ties between parents and the School.
  - Parent engagement is a focus of the annual needs assessment.
  - Parental involvement is a key feature of the teacher training program.
4. Coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent conferences, to encourage and support parents in more fully participating in the education of their children.
  - Parent courses are offered through Altus University on specific topics that parents have requested.
  - English Learner Advisory Committee Meetings
  - Parents are encouraged to participate in as members of a community panel for students presenting their senior portfolio.
5. Distribute information related to School and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.
  - Spanish is the most prevalent language, other than English, spoken by parents in the School community. Presentations, information, and resources are translated and/or presented in Spanish.
  - Provide translation services in other languages, as requested, on important school information.
6. Provide support for parental involvement activities requested by Title I parents.

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- Consider support for parental involvement activities requested by Title I parents wherein the requests align with the vision, mission, and values. Additional factors of consideration include: fiscal feasibility, operational feasibility, and cost/benefit analysis.

### **Accessibility**

Provide opportunities for the participation of all Title I parents and family members, including parents/family members with limited English proficiency, parents/family with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents/family understand, including by:

- Presentations, Information, Resources, and materials are translated and/or presented in the multiple languages of participants.
- Staff meetings with parents individually and in small groups to ensure parent participation and understanding of information.
- Providing information in person, online, and via mail in various formats.

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A copy of the Charter School's complete Policy is available on the website.

### **Attendance, Lessons, and Course Credits**

Unlike traditional schools where attendance is measured by being physically present in a classroom, [SSS](#) measures attendance by completion of a work product, a student's average daily attendance ("ADA") is determined by the professional judgment of the teacher as it relates to the time spent on the successful completion of each lesson. Students are expected to complete an average of 12 courses every 12 months at an acceptable level of competency to demonstrate learning and proficiency of state standards. To meet this expectation at [SSS](#), students should complete an average of 7 assignments per week and complete 1 semester course in 3-to-4 weeks.

A complete copy of [SSS](#)'s Independent Study Policy is available on the school website.

### **Year-round School Year**

[SSS](#) has a year-round school year that is designed to maximize the amount of days and time that a student is able to earn credits. (See school holiday calendar on [the](#) School's website.)

### **Student Assessments**

Students at [SSS](#) are part of the public school system in the State of California. Participating in the state testing system is a requirement. All students must take state mandated assessments which include the California Assessment of Student Performance and Progress ("CAASPP"), English Language Proficiency Assessments for California ("ELPAC"), and Physical Fitness Test scheduled throughout the school year. Additionally, all students who enroll in our [SSS](#) program take the school mandated NWEA Measures of Academic Progress ("MAP"). These tests are very critical. They tell us how students are progressing in their learning.

[SSS](#) staff members are dedicated to making sure students receive the instruction they need to do well on these tests to demonstrate learning. Students are offered many opportunities for special assistance if it is needed. These opportunities include diagnostic assessment and one-to-one tutoring. Please review your student's test results and be sure he or she is working on improving his/her weak areas. It is important that we work together to help your student succeed.

If you have any questions about testing and/or a specific test you may contact your student's teacher. The table below provides basic information about the standardized tests and approximate administration dates. Additional information about state tests is posted on the California Department of Education ("CDE") website at <http://www.cde.ca.gov/ta/tg>.

### **California Assessment of Student Performance and Progress ("CAASPP")**

The School shall annually administer required state testing to the applicable grades (e.g., the CAASPP).

Assessments		Subject(s)	Grade Level(s)	Approximate Dates
NWEA Measures of Academic Progress (MAP)		Reading, Language Usage, Mathematics	7-11	Sept.-Oct. & March-April
English Language Proficiency Assessments for California (ELPAC)		English Language-Reading, Writing, Listening and Speaking	7-12 English Learners	February-March
Physical Fitness Test (PFT)		Physical Fitness Evaluation	7, 9	February
California Assessment of Student Performance & Progress (CAASP)	Smarter Balanced	English Language Arts, Mathematics	7-8, 11	May-June
	California Standards Tests (CST)/California Modified Assessment (CMA)	Science	8, 10	May-June

SSS High School Graduation Options

SSS provides multiple graduation options for our students. As part of our pathways personalized education plan, we seek to ensure that our students pursue the best option for their needs. The staff at SSS is dedicated to offering many opportunities for students to succeed. SSS offers three options for graduation:

- 1. Option 1 High School Diploma
- 2. Option 2 High School Diploma
- 3. HiSET Option

Option 1 High School Diploma

Students graduating with an Option 1 High School Diploma from SSS must complete 42 Semester Credits in grades 9-12. SSS's graduation requirements may fulfill the UC and CSU admissions requirements. Items that have an asterisk (\*) are the courses that UC or CSU-bound students should take.

SSS High School Graduation Course Requirements

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English (8 semester credits)		Mathematics (6 semester credits)	
4 credits - English 1-4*		2 credits - Algebra or Integrated Math 1	
2 credits - American Literature* or Honors American Literature*		2 credits - Geometry or Integrated Math 2	
2 credits - World Literature*, Contemporary Voices in Literature*, English Literature*, AP English Language & Composition*, AP English Literature & Composition*		2 credits - Intermediate Algebra* or Integrated Math 3	
*4 years required		2 credits - Pre-calculus* or Honors Pre-calculus	
		2 credits - Statistics*	
		*3 years required, 4 years recommended	
Science (4 semester credits)		History-Social Science (6 semester credits)	
2 credits - Physical Science (Earth Science, Physics*, Chemistry*, or Honors Chemistry*)		2 credits - World History*, Geography & Economics*	
2 credits - Life Science (Biology*)		2 credits - US History* or Honors US History*	
*2 years required, 3 years recommended		1 credit - Government*	
		1 credit - Economics	
		2 credits - AP Human Geography (elective)	
General Electives (9 semester credits)		Physical Education (4 semester credits)	
Students have the option of choosing from a wide range of general elective options.		All students will complete 4 semester credits of Physical Education.	
UC/CSU: 2 credits - Approved electives in the same area			
World Language OR Visual/ Performing Arts (2 semester credits)			
<b>Option A:</b>		<b>Option B:</b>	
2 credits - World Language (both semesters must be the same language)		2 credits - Visual/Performing Arts	
		<b>UC/CSU Option:</b>	
		4 credits - World Language (all semesters must be the same language; 2 years required, 3 years recommended)	
		2 credits - Visual/Performing Arts (both semesters need to be the same course)	
CTE/Service Learning/WEE (2 semester credits)			
<b>Option A:</b>		<b>Option B:</b>	
2 credits - CTE (Career Technical Education)		2 credits - Service Learning (120 hours total of community service)	
		2 credits - Work Experience Education (240 hours of paid employment)	
Grade Point Average (GPA)			
All students must have a weighted GPA of 2.0 or higher in scholarship based on coursework completed in grades 9-12.			
*Courses required for UC/CSU Admissions. Students planning on applying to a UC or CSU can request a meeting with a college counselor to develop a course plan.			

### ***Option 2 High School Diploma***

Our Option 2 High School Diploma seeks to assist those students who will have reached their 18th birthday by the graduation deadline and have at least 26 credits in the required courses and a minimum 2.0 GPA in those courses designated for the state of California Option 2 diploma.

### Eligibility Criteria

The eligible student is at least 17 and has less than 20 credits. Option 2 allows students to obtain a high school diploma, participate in vocational training and/or attend the community college of their choice. The process is

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selective and is monitored by the AUDEO Option 2 Committee, consisting of school counselors, learning leads, administrators, and/or teacher representative.

**Admission Requirements and Process**

- Student must be enrolled at [SSS](#) and must be earning credits at the rate of one per month, with a minimum attendance rate of 75% per month.
- The teacher/school counselor recommends student for Option 2 diploma.
- School counselor meets with parent, teacher, and student to review eligibility of requirements.
- The teacher presents the student records, which includes parent consent documents, to the [SSS](#) Option 2 Committee, outlining why this option best meets the needs of this student.
- [SSS](#) Option 2 Committee may decide to accept the recommendation of the teacher or may decide to deny the request to admit the student as a candidate for this diploma.
- When the student is accepted as a candidate, the School counselor develops a new course plan.

**Additional requirements include:**

- Senior Exhibition
- One year of Career Technical Education, service learning, or work experience education

**HiSet Option**

The new HiSet, one of the new state approved High School Equivalency Exams, is included as an option for students to finish their secondary education with “Completer” status. [SSS](#) students will be able to take the HiSET on-site at a [SSS](#) resource center, exclusively open to [SSS](#) students. It is a web-based exam. If you are interested in this option, please contact your teacher and counselor.

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**Option 2 Graduation Course Requirements**

English (6 semester credits)		Mathematics (4 semester credits)	
English 1,2 or higher		Including Algebra 1, 2 OR Integrated Math 1, 2 or higher	
Science (4 semester credits)		History - Social Science (6 semester credits)	
Including Biology 1, 2, and one year of a physical science		World History Geography & Economics 1, 2 US History 1, 2 Government 1 Economics 1	
General Electives (1 semester credit)		Pathways Portfolio (1 semester credit)	Physical Education (4 semester credits)
Recommended courses from our current General Electives list		All students must present a senior portfolio (met through the Pathways Exhibition course).	All students will complete 4 semester credits of Physical Education.
World Languages and Visual/Performing Arts (2 semester credits)			

<b>Option A:</b> 2 credits - World Language (both semesters must be the same language)	<b>Option B:</b> 2 credits - Visual/Performing Arts	
CTE/Service Learning/WEE (2 semester credits)		
<b>Option A:</b> 2 credits - CTE (Career Technical Education)	<b>Option B:</b> 2 credits - Service Learning (120 hours total of community service)	<b>Option C:</b> Work Experience Education (240 hours of paid employment)
Grade Point Average (GPA)		
Students must have a minimum GPA of 2.0 in the required courses for Option 2.		

College Admission Requirements

At SSS, we provide a rigorous curriculum that prepares students for higher education. The admission requirements to the local community colleges, CSU, and UC are listed in the table below. For more information about the college entrance requirements and exams, contact the college counselor (with assistance from your teacher as needed) and/or visit the following websites: [www.act.org](http://www.act.org) or [www.collegeboard.org](http://www.collegeboard.org)

Elements	Community College	California State University (CSU)	University of California (UC)
High School Education	Diploma, GED, or CHSPE	Diploma (including UC/CSU-approved coursework)	Diploma (including UC/CSU-approved coursework)
GPA	Any	Calculated from UC a-g list courses taken after 9th grade	Calculated from UC a-g list courses taken after 9th grade
Entrance Exams	No entrance exam; assessments for course placement	ACT or SAT Reasoning Test with Reading & Math	ACT Assessment plus Writing <b>OR</b> SAT Reasoning Test with Critical Reading, Math & Writing

NCAA Eligibility

The NCAA Eligibility Center has launched a new website at [ncaa.org/student-athletes/future](http://ncaa.org/student-athletes/future) to help high school student-athletes successfully transition to college. The enhanced online content gives student-athletes and

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counselors a broad look at the initial eligibility process and detailed information about common eligibility situations.

The new content is part of the NCAA Eligibility Center’s continuing response to customer requests for key pieces of information student-athletes should know as they consider college. Student-athletes are guided through current and upcoming initial eligibility requirements, recruiting guidelines, and timelines for staying on track in high school. Additional webpages address initial eligibility situations unique to international, home-school and non-traditional students.

A wide range of frequently-asked questions addressing issues from academic and amateurism eligibility to high school and core-course review are easily searchable and will be expanded in the future.

To ensure your student is taking the right courses for NCAA eligibility, please contact your student’s teacher/counselor.

**Grant Program Notice**

The Charter School is required by state law to submit the Grade Point Average (“GPA”) of all high school seniors by Oct. 1 of each year, unless the student over age 18 years of age or parent/guardian for those under 18 years of age opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or parent/guardian, if the student is under 18 years of age) has opted out by or before February 1.

**Grade Suppression**

Students wishing to suppress a “D” or “F” grade earned from a SSS - approved accredited school or district outside of SSS must repeat the same course/s based on course descriptions from the school or district where the course/s originated. The course/s must be approved by a school counselor or administrator.

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**Grade Validation**

If a student earns an “F” grade for the first semester of a year-long course but earns a passing grade of “C” or better for the second semester of that same course, credit shall be assigned for both semesters and a passing grade of “D” shall be recorded for the first semester. This applies only to students designated as 11th or 12th graders by a school counselor or administrator from SSS.

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If a student earns a passing grade for the first semester of a year course and an “F” grade for the second semester of that course, credit (and passing grade) shall be allowed for the first semester only. The second semester “F” grade shall be recorded as a final grade.

SSS will accept for credit full or partial coursework satisfactorily completed by a pupil while attending a public school, juvenile court school, a school in a country other than the United States, and/or nonpublic, nonsectarian school or agency.

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**College Course Credit**

With school counselor or administrator approval, college courses may be taken in lieu of high school courses. One 2-unit college course is equivalent to two semesters of high school credit.

**Graduating Class Year Determination**

Students who satisfy graduation requirements by the end of July of the school year (i.e., 21-22, 22-23, etc.) will be designated graduates of the school year.

Students who did not complete all the graduations requirements by the end of July will receive their diploma with the next year’s graduating class.

**Graduation Ceremony**

Graduation is a special and dignified event. [SSS](#) commencement ceremonies are typically held at the beginning of June. Graduation is a privilege not a right.

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Students wishing to participate in a graduation ceremony from AUDEO must complete the following requirements:

- Complete all stated requirements for a high school diploma, **OR** complete all stated requirements for the California High School Proficiency Exam ("CHSPE"), **OR** complete all requirements for and pass all portions of a High School Equivalency Test (General Education Development ("GED") or HiSET that has been approved by the State Board of Education and the CDE.
- Attend a Senior Exit Orientation.
- Complete all requirements by the official due dates as listed on the Annual Master School Calendar.
- Attend both graduation rehearsals.
- Follow all graduation ceremony rules and regulations.

#### Graduation Ceremony Expectations

- The graduates must wear the designated cap and gown.
- Acceptable clothing:
  - Tops: white collared dress shirt with a tie, blouse
  - Bottoms: dark slacks (not jeans), skirt, dress, pant-suit (no jeans).
- No decorations on caps or gown are permitted.
- Dress appropriately for the occasion.
- No flip-flops or tennis shoes are permitted.
- Dress shoes are encouraged.
- No air-horns, beach balls, or anything else that will take away from this dignified event.
- Guests must act appropriately and be respectful of the event and its participants.

#### Senior Exit Orientation

Students and a parent or guardian are required to attend this important meeting. During this meeting, graduation requirements are reviewed, and expectations and logistics for the graduation ceremony are presented. Information is also available to prepare parents and students for post high school options, including financial aid filing, scholarship information, college application process (with a focus on post-secondary pathways). Attendance at this meeting may be waived for students who do not plan to participate in a [SSS](#) June graduation ceremony.

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#### Pathways: Education with a Purpose

Upon enrollment at [SSS](#) and with support from counselors and teachers, students focus on their future through various *Pathways*. *Pathways* is designed to introduce and engage students in grades 9-12 in formal post-high school planning and to improve student learning and high school completion rates. Working with counselors and teachers, students will focus on post-graduation choices and options, including four-year colleges and universities, community college, military, and vocational studies.

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Students are further supported in this explorative process by Naviance, a web-based resource. Naviance provides students and parents access to information from colleges and vocational schools, scholarship and financial aid application tools, extensive career research, and learning styles tools. Targeted student activities are available to support *Pathways*. These include career days, college days, military days, guest speaker events, field trips, work experience, service learning, and internships.

#### Pathways/Naviance Family Connection

Our PATHWAYS/Naviance Family Connection program uses a variety of interest and personality type surveys and research tools to help you develop your chosen path. No test, questionnaire, survey, or examination containing any questions about a student's personal beliefs or practices in sex, family life, morality, and religion, or any questions about the pupil's parents' or guardians' beliefs and practices in sex, family life, morality, and religion, shall be administered to any student without written permission from a parent/guardian.

**Do What You Are:** Learn about your personality strengths and gain insight into your educational and career needs.

**Learning Style Inventory:** Learn what environment and methods make learning optimal for you.

**Career Interest Profiler:** Complete a Career Interest Profiler and explore what careers appeal to you.

**Game Plan:** Create targeted goals for after high school, including college interests, athletic programs, chosen references, etc.

**College Search/Lookup:** Lookup schools that you are interested in applying to, compare requirements, school programs, student life, and more.

**Test Scores:** Enter and track your PSAT, SAT I, SAT Subjects Tests, PLAN, and ACT test scores.

**MI Advantage:** Multiple intelligences theory reveals that people employ various intelligences to process information. This assessment empowers students to develop and make optimal use of their strengths in the pursuit of goals and interests, both inside and outside of school.

**Scholarships:** Use several scholarship tools, such as searches, matches, lists, national college searches, and scholarship applications.

**Resume:** Use the resume tool to create your own resume.

### ***Availability of Prospectus***

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

### ***English Learners***

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

### ***Involuntary Removal Process***

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

Upon parent/guardian request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and

witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student’s parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder and shall include a copy of the Charter School’s expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the Student will be disenrolled effective the date of the hearing. If as a result of the hearing the student is disenrolled, notice will be sent to the student’s last known district of residence within thirty (30) days. A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

## Enrollment, Student, & Health Services

### Resource Center Transfer Requests

Students may apply for a transfer to another Resource Center under the following conditions:

- Parent approval
- Student is currently meeting attendance requirements
- Reasonable justification
- Resource Center availability

Contact the teacher to initiate the Resource Center transfer process.

### Enrollment/Transfer Process

Students who choose to discontinue enrollment at SSS may attend other district schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or area of residence.

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Student and/or the parent/guardian need to notify the teacher about the desired transfer. The teacher will work with the parent and counselor to process the transfer. Students are expected to continue to meet SSS attendance requirements until the student is officially transferred to the new school.

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For any student that transfers to another high school, please be informed that it is as the sole discretion of the new school district or charter school to decide which completed credits they will accept on their transcripts. Additional information can be found at [https://sweetwatersecondarycharter.com/wp-content/uploads/2019/10/Charter-School-Complaint-Notice-and-Form\\_SBE.pdf](https://sweetwatersecondarycharter.com/wp-content/uploads/2019/10/Charter-School-Complaint-Notice-and-Form_SBE.pdf).

### Transcript and Records Requests

Transcript and educational records requests must be made in writing. Transcript requests may be submitted using the online form found on the School's website, <https://sweetwatersecondarycharter.com/request-transcripts/>.

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### **Attendance Verification**

Students and families that need official verification of the student's status (attendance, enrollment, projected graduation dates, etc.) should make a request with their teachers. Parent/ guardian signatures are required before these verifications can be provided. Please allow at least one week lead time.

### **Work Permits**

Work permit applications are available for students who meet and maintain the following eligibility requirements:

- Currently meeting GSS attendance requirements
- 14 years or older
- Parent and teacher approval

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Work permit applications can be obtained from the teacher. The application must be filled out completely by the student, parent and employer. Incomplete applications will not be considered. Work permit applications must be returned to the teacher. It will take approximately 3-5 days to receive a temporary 30-day work permit from the school counselor if the application is approved. This is a temporary permit and the Work Permit Office has the right to decline any student from receiving an official approved work permit.

### **Health Program**

Our comprehensive health program is designed to promote wellness and to support the educational mission of our school. The role of the school nurse is to promote student attainment of optimum physical and mental health to achieve student success. Since the student's health status and needs may affect his or her school performance, the school nurse may provide education on health promotion and illness prevention practices, perform mandated health screenings, provide counseling, crisis management, referrals and information regarding community health resources.

### **Health Screenings**

Students are screened for vision, hearing and scoliosis. State-mandated assessments will be provided for the indicated grade levels: 8th and 10th or 11th grade hearing screening and 8th grade vision screening. A wellness screening is also provided for 9th graders: vision screening, blood pressure, nutrition assessment, height, weight, and body mass index. New students and students referred by parents, student or school staff will be assessed as indicated.

Note: A student needs a written parent request to be excused from health assessment screenings. A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Executive Director of the school in which the child is enrolled a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

### **Availability of Health Insurance**

Children—regardless of immigration status (foster youth, pregnant women, and legally present individuals, including those with deferred action for childhood arrivals ["DACA"] status) may be eligible for no- or low-cost Medi-Cal insurance. Medi-Cal covers immunizations, checkups, specialists, vision and dental services, and more for children and youth at no- or low-cost. Medi-Cal enrollment is available year-round.

Covered California is where legal residents of California can compare quality health plans and choose the one that works best for them. Based on income and family size, many Californians may qualify for financial assistance. Enroll during Open Enrollment or any time you experience a life-changing event, like losing your job or having a baby. You have sixty (60) days from the event to complete enrollment. Information regarding the availability of insurance is

provided with enrollment forms and available at: <https://www.allinforhealth.org/>.

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The Charter School shall not discriminate against a student who does not have health care coverage or use any information relating to a student's health care coverage or interest in learning about health care coverage in any manner that would bring harm to the student or the student's family.

### ***Health Curriculum and Sexual Health Education***

Health education encompassing nutrition, dental health, disease processes, life skills, community health, physical fitness, drugs, alcohol, and tobacco, mental and emotional health, human reproduction and sexuality, sexually transmitted diseases and HIV/AIDS, peer pressure resistant skills, problem solving and decision making is incorporated into the curriculum.

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

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

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

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

### ***Immunizations and Control of Communicable Disease***

California law requires proof of an immunization record from the parent or guardian indicating the student has met all the immunization requirements prior to admission to our school.

Immunization records will be required for all incoming students. Verification of immunizations will be completed

with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. Students will not attend school until all required records have been received. The immunization status of all students will be reviewed periodically. Those students who do not meet the State guidelines may be excluded from school until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

#### Entering Kindergarten:

1. Diphtheria, Pertussis, and Tetanus (DTaP) - Five (5) doses Polio - Four (4) doses
2. Measles, Mumps, and Rubella (MMR) - Two (2) doses
3. Hepatitis B (Hep B) - Three (3) doses
4. Varicella (chickenpox) - Two (2) doses

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

#### Entering 7<sup>th</sup> Grade

1. Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose
2. Varicella (chickenpox) - Two (2) doses

**NOTE:** In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements for children 7-17 years old (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis), **in addition to** the 7th grade requirements for Tdap and varicella (varicella requirement for seventh grade advancement expires after June 30, 2025). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.

Effective January 2016, Senate Bill 277 eliminated the option of personal belief exemptions for students in public and private schools. Students enrolled in home-based private schools and independent study program who do not receive classroom-based instruction will still need to provide immunization records to their schools before entry. All schools will still need to report to the California Department of Public Health ("CDPH")/Division of Communicable Disease Control the immunization status of all students in kindergarten and 7th grade.

SSS shall cooperate with the CDPH to prevent and control communicable disease in students. Whenever there is good reason to believe a student has a contagious disease, the parent will be contacted and the student will be sent home. The student may return when well and/or released by a physician.

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Immunization laws currently in effect may be found at <http://www.shotsforschool.org/laws/>.

A complete copy of SSS's Immunizations Policy is available on the school website.

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#### Diabetes

SSS provides an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but not be limited to, all of the following: 1. A description of type 2 diabetes. 2. A description of the risk factors and warning signs associated with type 2 diabetes. 3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes. 4. A description of treatments and prevention of methods of type 2 diabetes. 5. A description of the different types of diabetes screening tests available. Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

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### ***Administration of Medications Policy***

SSS staff is responsible for overseeing the administration of medication to students attending SSS during the regular school day. It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our students and the legal protection of our employees.

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A signed physician's order and written parent permission must be on file for each individual student before licensed school personnel can administer over-the-counter or prescription medication to the student during the school day. Parents should notify school staff of any medications their student is taking on a continuing basis for health conditions, including name, dose, physician phone number, and permission to contact the physician for further information about the medication.

### ***Administration of Medication Policy***

Sweetwater Secondary School ("Charter School") staff is responsible for overseeing the administration of prescribed and over-the-counter medication to students during the regular school day. It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our students and the legal protection of our employees.

### **Definitions**

- "Authorized health care provider" means an individual who is licensed by the State of California to prescribe medication.
- "School nurse" means an individual who is currently a credentialed and licensed registered nurse employed by the Charter School.
- "Other designated Charter School personnel" means an individual employed by the Charter School who has (1) has consented to assist/administer medication to students and (2) may legally assist/administer the medication to students.
- "Medication" includes prescription medication, over-the-counter remedies, nutritional supplements, and herbal remedies.
- "Regular school day" includes during school hours, before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one (1) overnight stay from home.

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### **Administration of Auto-Injectable Epinephrine or Inhaled Asthma Medication**

Any student who is or may be required to take, during the regular schoolday, prescription auto-injectable epinephrine ("EpiPen") or inhaled asthma medication prescribed or ordered for the student by an authorized health care provider may carry and self-administer prescription an EpiPen or inhaled asthma medication if Charter School receives both the appropriate written statements as follows:



1. A written statement from the authorized healthcare provider (1) detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and (2) confirming that the pupil is able to self-administer an EpiPen or inhaled asthma medication, and
2. a written statement from the parent, foster parent, or guardian of the student (1) consenting to the self-administration, (2) providing a release for the school nurse or designated school personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and (3) releasing the Charter School and school personnel from civil liability if the self-administering pupil suffers an adverse reaction as a result of self-administering medication.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

A student may be subject to disciplinary action if the student uses an EpiPen or inhaled asthma medication in a manner other than as prescribed.

Any student requiring insulin shots must establish a plan for administration of insulin shots with the Executive Director or designee in consultation with the parent or guardian and the student's medical professional.

#### **Staff Training and Emergency Response**

Additional information about staff trainings and the Charter School's response to emergencies can be located within the Employment Handbook and/or the School Safety Plan.

##### **A. Response to Anaphylactic Reaction**

The school nurse or trained personnel who have volunteered may use EpiPen to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction. Charter School will ensure it has the appropriate type of EpiPen on site (i.e., regular or junior) to meet the needs of its students. The school will ensure staff properly store, maintain, and restock the EpiPen as needed.

The Charter School will ensure any school personnel who volunteer are appropriately trained regarding the storage and emergency use of an EpiPen.

The Charter School will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an epinephrine auto-injector to a person if that person is suffering, or reasonably believed to be suffering from, anaphylaxis. The annual notice shall also describe the training the volunteer will receive.

##### **B. Response to a Diabetic or Hypoglycemic Emergency**

Charter School provides Charter School personnel with voluntary emergency medical training on how to provide emergency medical assistance to students with diabetes suffering from severe hypoglycemia. The volunteer personnel shall provide this emergency care in accordance with standards established herein and the performance instructions set forth by the licensed health care provider of the student. A Charter School employee who does not volunteer or who has not been trained pursuant to this Policy may not be required to provide emergency medical assistance.

Training by a physician, credentialed school nurse, registered nurse, or certificated public health nurse according to the standards established pursuant to this section shall be deemed adequate training. Training established shall include all of the following:

1. Recognition and treatment of hypoglycemia.
2. Administration of glucagon.

3. Basic emergency follow-up procedures, including, but not limited to, calling the emergency 911 telephone number and contacting, if possible, the student's parent or guardian and licensed health care provider.

A Charter School employee shall notify the Executive Director or designee if the employee administers glucagon pursuant to this Policy.

All materials necessary to administer the glucagon shall be provided by the parent or guardian of the student.

In the case of a student who is able to self-test and monitor their own blood glucose level, upon written request of the parent or guardian, and with authorization of the licensed health care provider of the student, a student with diabetes shall be permitted to test their own blood glucose level and to otherwise provide diabetes self-care in the classroom, in any area of the Charter School or Charter School grounds, during any Charter School-related activity, and, upon specific request by a parent or guardian, in a private location.

Designated staff shall establish emergency procedures for specific medical conditions that require an immediate response (i.e. allergies, asthma, diabetes).

#### **Administration of Medication**

Any student who is or may be required to take, during the regular schoolday, prescription medication prescribed or ordered for the student by an authorized health care provider may be assisted by the school nurse or designated Charter School personnel.

In order for a pupil to be assisted by the school nurse or other designated Charter School personnel in administering medication Charter School shall obtain both:

1. A written statement from the student's health care provider detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and
2. A written statement from the parent, foster parent, or guardian of the student indicating the desire that the Charter School assist the student in the matters set forth in the statement of the authorized health care provider.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

The primary responsibility for the administration of medication rests with the parent/guardian, student, and medical professionals.

#### **Storage and Record Keeping**

- All medication will be kept in a secure and appropriate storage location and administered per an authorized health care provider's instructions by appropriately designated staff.
- Designated staff shall keep records of medication administered at Charter School. The medication log may include the following:
  - a. Student's name.
  - b. Name of medication the student is required to take.
  - c. Dose of medication.
  - d. Method by which the student is required to take the medication.
  - e. Time the medication is to be taken during the regular school day.
  - f. Date(s) on which the student is required to take the medication.

- g. Authorized health care provider's name and contact information.
  - h. A space for daily recording of medication administration to the student or otherwise assisting the student in administration of the medication, such as date, time, amount, and signature of the individual administering the medication or otherwise assisting in administration of the medication.
- Designated staff shall return all surplus, discontinued, or outdated medication to the parent/guardian upon completion of the regimen or prior to extended holidays. If the medication cannot be returned, it will be disposed of at the end of the school year.

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For more information on how to obtain and complete an Administration of Medications Form, or to review our complete Administration of Medications Policy, please see the school website.

### ***Free and Reduced-Price Meals***

Pursuant to California Law, the Charter School will provide each student who meets federal eligibility criteria for free and reduced-price meals with at least one free or reduced-price, nutritionally adequate meal per each school day on which the eligible student is scheduled for two or more hours of educational activities at a school site/Resource Center, meeting space or other satellite facility operated by the Charter School.

### ***Student Wellness Policy***

Sweetwater Secondary School ("Charter School") adopts this policy to ensure its commitment to the optimal development of every student. Charter School believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year. This policy may be updated from time to time as required to be in compliance with state law, regulation, or administrative directive.

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education and extracurricular activities – do better academically. Finally, there is evidence that adequate hydration is associated with better cognitive performance.

This Policy outlines Charter School's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this Policy establishes goals and procedures to ensure that:

- Students in the Charter School have access to healthy foods throughout the school day—and other foods available throughout the Charter School resource centers—in accordance with Federal and state nutrition standards.
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors.
- Students have opportunities to be physically active before, during and after the school day.
- The Charter School engages in nutrition and physical activity promotion and other activities that promote student wellness.
- Charter School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school.
- The community is engaged in supporting the work of the Charter School in creating continuity between Charter School and other settings for students and staff to practice lifelong healthy habits.

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- The Charter School establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of this Policy and its established goals and objectives.

This Policy applies to all students, faculty, and staff in the Charter School. Specific measurable goals and outcomes are identified within each section below.

**I. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement**

**Implementation Plan**

Using the steps outlined below, the Charter School will ensure the Charter School meets legal obligations regarding implementation of this Policy.

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This Policy and the progress reports can be found on the school's website at [www.Sweetwatersecondarycharter.com](http://www.Sweetwatersecondarycharter.com).

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**Recordkeeping**

The Charter School will retain records to document compliance with the requirements of this policy in the main office. Documentation maintained in this location will include but will not be limited to:

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- The written Policy.
- Documentation demonstrating that the Policy has been made available to the public.
- Documentation to demonstrate compliance with the annual public notification requirements and community involvement requirements.
- Documentation of the triennial assessment of the Policy.
- Documentation demonstrating the most recent assessment on the implementation of the Policy has been made available to the public.

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**Annual Notification of Policy**

The Charter School will actively inform families and the public each year of basic information about this Policy, including its content, any updates to the Policy, and implementation status. The Charter School will make this information available via the Charter School website and/or Charter School-wide communications. The Charter School will provide as much information as possible about the Charter School nutrition environment. This will include a summary of Charter School's events or activities related to Policy implementation.

**Triennial Progress Assessments**

At least once every three years, the Charter School will evaluate compliance with the wellness policy to assess the implementation of the Policy and include:

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- The extent to which the Charter School in compliance with this Policy;
- The extent to which the Charter School's Policy compares to model wellness policies; and
- A description of the progress made in attaining the goals of the Charter School's Policy.

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The position/person responsible for managing the triennial assessment and contact information is:

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Special Education Coordinator  
619-393-2270

The Executive Director will monitor the Charter School's compliance with this Policy.

The Charter School will actively notify households/families of the availability of the triennial progress report.

### **Revisions and Updating the Policy**

The Charter School will update or modify this Policy as appropriate based on the results of the annual Charter School Health Index and triennial assessments and/or as Charter School priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. This Policy will be assessed and updated as indicated at least every three (3) years, following the triennial assessment.

### **Community Involvement, Outreach and Communications**

The Charter School is committed to being responsive to community input, which begins with awareness of the Policy. Charter School will actively communicate ways in which representatives of the Charter School and others can participate in the development, implementation and periodic review and update of this Policy through a variety of means. The Charter School will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in Charter School nutrition standards.

The Charter School will use electronic mechanisms, such as email or displaying notices on the Charter School's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to this Policy, as well as how to get involved and support the Policy. The Charter School will ensure that communications are culturally and linguistically appropriate to the community and accomplished through means similar to other ways that other local schools are communicating important school information with parents.

The Charter School will actively notify the public about the content of, the implementation of, and any updates to the Policy annually, at a minimum. The Charter School will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

## **II. Nutrition**

### **Charter School Meals**

The Charter School is committed to promoting healthy food choices. It currently provides adequate and nutritious meals and does not participate in federal or state programs related to school meals. To the extent any foods are made available to students at Resource Centers; Charter School will ensure such foods:

- Are accessible to all students.
- Are appealing and attractive to children.
- Are served in clean and pleasant settings.
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations

### **Water**

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the operational hours of the Resource Centers.

### **Competitive Foods and Beverages**

The Charter School is committed to ensuring that all foods and beverages available to students at the school Resource Centers during the school day support healthy eating. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits.

The Charter School does not generally sell food at the Resource Centers and school administration offices. However, in the event that Charter School decides to sell food in the future, and to support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable School meal programs that are sold to students at the Resource Centers during the school day will meet or exceed the USDA Smart Snacks nutrition

standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

#### **Celebrations and Rewards**

All foods offered on the Charter School Resource Centers will meet or exceed the USDA Smart Snacks in Charter School nutrition standards, including through:

1. Celebrations and events. The Charter School will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
2. Resource Center snacks brought by parents. The Charter School will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
3. Rewards and incentives. The Charter School will provide teachers and other relevant school staff a list of alternative ways to reward children. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

#### **Fundraising**

The Charter School does not generally host fundraisers at Resource Centers. However, in the event such a fundraiser occurs, foods and beverages that meet or exceed the USDA Smart Snacks in Charter Schools nutrition standards may be sold through fundraisers at the Charter School Resource Centers during the school day. The Charter School will make available to parents and teachers a list of healthy fundraising ideas.

#### **Nutrition Promotion**

The Charter School will promote healthy food and beverage choices for all students throughout the school Resource Centers, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing at least ten evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques described above; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in Charter School nutrition standards.

#### **Food and Beverage Marketing in Schools**

The Charter School does not generally allow food and beverage marketing at Resource Centers. However, in the event such activity occurs, any foods and beverages marketed or promoted to students on the school Resource Centers during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

As the Executive Director reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by this Policy.

### **III. Physical Activity**

The Centers for Disease Control (“CDC”) recommends that all children and adolescents participate in a minimum of sixty (60) minutes of physical activity every day. The CDC recommends that aerobic activity make up the bulk of such physical activity, with vigorous-intensity aerobic activity on at least three days per week. The CDC also recommends that physical activity include muscle strengthening activities, such as gymnastics or push-ups, on at least three days per week, and bone strengthening activities like jumping rope or running at least three days per week. The Charter School has the following specific goals to promote student wellness, consistent with this Policy:

- All students will have access to Physical Education coursework

- All students will be offered Health education coursework
- All teachers will be given annual professional development focused on student health

In developing these goals, the Charter School reviewed and considered evidence-based strategies and techniques and parent input. The Charter School will work toward achievement of these goals by:

- Updating the Safety Plan annually to remain current on school safety protocol
- Providing a clean and safe place for students to eat while at the Resource Center if needed
- Annually surveying students and parents on areas of strength and areas for improvement
- Annually conducting Open House and Senior Exit Orientations to gather feedback from students and parents on Resource Center operations

#### **IV. Other Activities that Promote Student Wellness**

The Charter School will integrate wellness activities across the entire Charter School setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The Charter School will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of this Policy, including but not limited to ensuring the involvement of parents and the community.

All Charter School-sponsored events will adhere to this Policy's wellness guidelines. All Charter School-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

#### **Community Partnerships**

The Charter School will continue to develop and enhance its *current efforts* in relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this Policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with this Policy and its goals.

#### **Professional Learning**

When feasible, the Charter School will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help the Charter School staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

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#### ***Human Trafficking Prevention***

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

In accordance with the California Healthy Youth Act, Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available on the Student & Parent Handbook page of the Charter School's website for your convenience

(<https://Sweetwatersecondarycharter.com/student-parent-handbook/>), Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

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

### **Mental Health Services**

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

#### Available through the School:

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached at (858) 249-7019. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed in this letter, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact the School Administrator at (858) 249-7019 to request an evaluation.
- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact the school nurse at (858) 249-7019.

#### Available in the Community:

- Please visit the Student Resources page on the school website to find mental health resources in your community.

#### Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

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### **Mental Health Notice**

Our school supports student mental health and wellness through a positive school culture and safe, supportive learning environments. Annually, an average of 99% of parents and 99% of students report feeling safe and supported at our school. Through professional development and trainings, teachers and staff are provided with the skills and tools needed to identify youth in crisis, intervene appropriately, and provide comprehensive support in partnership with families. Teachers and staff participate in Youth Mental Health First Aid (YMHFA), Trauma Informed Practices (TIPS), and Signs of Suicide (SOS) trainings. Our school provides direct mental health services to students that support social-emotional development and stability. Parent(s)/Guardian(s) may initiate access to available pupil mental health services at the school's Resource Center or through the school's community partners. If you or someone you care about is experiencing a suicidal or mental health crisis, please call the Access and Crisis Line at (888) 724-7240. Trained and experienced counselors are available 7 days a week, 24 hours a day to provide support, referrals, and crisis intervention. You can also call the Access and Crisis Line if you are concerned about someone,



just need to talk, have questions about how to offer support, or if you are looking for information about community resources, mental health referrals, and alcohol and drug support services. If emergency medical care is needed, call 9-1-1 or go to the emergency room of the nearest hospital. More information about these mental health services are on the school website and mailed out annually to all families.

**Pregnant and Parenting Students**

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

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

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

Lynne H. Alipio  
Chief Business Officer and CFO  
(858) 678-2048  
[jalipio@altusschools.net](mailto:jalipio@altusschools.net)

A copy of the UCP is available on the school website. For further information on any part please contact the Executive Director.

**Other Services/Resources Available**

SSS partners with many community service organizations and agencies to support the health and wellness of students and families. This is to ensure that the focus for the student is on learning and academic success. To learn more about these services/resources, contact your teacher, the School Nurse at (858) 249-7019, OR visit [www.Sweetwatersecondarycharter.com/](http://www.Sweetwatersecondarycharter.com/).

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# Key School Policies

## Student Responsibilities

- Attend Resource Center meetings according to the schedule on the master agreement and arrive on time.
- Complete ALL assignments as scheduled.
- Participate in Resource Center activities.
- Follow all rules and procedures.
- Follow school rules, including the Internet Use, Student Citizenship and the Zero Tolerance Policies, and obey the Loitering Law.
- Cooperate with adults and other students and respect the rights of others to learn and help to create a positive learning environment for everyone.
- Refrain from using profanity or making derogatory statements (“put-downs”).
- Respect the property of the Charter School, the community, and others.
- Be responsible for the care and return of all instructional materials and textbooks.
- Maintain honesty and integrity in completing all work, tests, and evaluations.

## Student Academic Integrity & Citizenship

At AUDEO, we expect our students to be good citizens and to be honest. We expect students to complete assessments without outside assistance, not to plagiarize, respect instructional materials and school resources, and to make a good-faith effort when completing exams and required tests.

## Internet/Student Use of Technology Policy and Acceptable Use Agreement

Technology and access to the internet are part of the learning opportunities available at SSS. We strongly believe in the educational value of such services and recognize their potential to support our curriculum and student learning. Time using technology, the computer and/or the internet must be used productively to support academic progress. The School will make every effort to protect students from any misuses or abuses as a result of their experience with the Internet. All users must be continuously on guard to avoid inappropriate and illegal interactions on the internet. Students will be required to sign an Acceptable Use Agreement prior to being granted access to SSS technology.

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## Student Use of Technology Policy

New technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. Sweetwater Secondary School (“Charter School”) offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. The Charter School Governing Board intends that technological

resources provided by the Charter School be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

### **Definitions**

Use of Charter School equipment and access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of an educational purpose. Students and staff have a duty to use Charter School resources only in a manner specified in the Policy.

**“Educational purpose”** means classroom activities, research in academic subjects, career or professional development activities, Charter School approved personal research activities, or other purposes as defined by the Charter School from time to time.

**“Inappropriate use”** means a use that is inconsistent with an educational purpose or that is in clear violation of this Policy and the Acceptable Use Agreement.

### **Notice and Acceptable Use Agreement**

The Charter School shall notify students and parents/guardians about authorized uses of Charter School computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before a student is authorized to use the Charter School’s technological resources, the student and the student’s parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and the student’s parent/guardian shall agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.

### **Safety**

The Charter School shall ensure that all Charter School computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.

To reinforce these measures, the Executive Director or designee shall implement rules and procedures designed to restrict students’ access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall monitor students while they are using Charter School computers, laptops, or tablets to access the internet or online services on a Charter School resource center and may have teacher, certificated teacher resource, student aides, and volunteers assist in this monitoring. Parents/guardians are required to supervise and monitor their child’s use of Charter School equipment including but not limited to their child’s access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

The Executive Director or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Executive Director or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student’s online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online

predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils, directed toward one or more pupils that has or can be reasonably predicted to have one or more of the following effects:
  - a) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupil's person or property.
  - b) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
  - c) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
  - d) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the school.
- 2) As used in connection with "bullying," an "electronic act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
  - a) A message, text, sound, video, or image.
  - b) A post on a social network Internet Web site, including, but not limited to:
    - i) Posting to or creating a "burn page" (i.e., an Internet Web site created for the purpose of bullying).
    - ii) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects of bullying. To create a "credible impersonation" means to (knowingly and without consent) impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - iii) Creating a false profile for the purpose of having one or more of the effects of bullying. A "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.
  - c) An act of cyber sexual bullying. The term "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 of bullying. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act. The term "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Students are expected to follow safe practices when using Charter School technology.

Charter School advises students:

1. To never share passwords, personal data, or private photos online.
2. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
3. That personal information revealed on social media can be shared with anyone including parents,

teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.

4. To consider how it would feel receiving such comments before making comments about others online.

Students shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the Charter School, other students, or the community. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Student use of Charter School computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Executive Director or designee shall block access to such sites on Charter School computers with Internet access.

The Executive Director or designee shall oversee the maintenance of the Charter School's technological resources and may establish guidelines and limits on their use.

All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology.

Student use of Charter School's computers, networks, and Internet services is a privilege, not a right. Compliance with the Charter School's policies and rules concerning computer use is mandatory. Students who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

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### Acceptable Use Agreement

The Charter School Governing Board believes that providing access to technology enhances the educational experience for students. However, student use of Charter School computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

1. **Security.** Students shall not impair the security of Charter School technology resources. Students are expected to:
  - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
  - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.

**3. Protection Measures.** While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff, employees, officers, directors or volunteers shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The student and parent/guardian agree not to hold the Charter School, or any Charter School staff, employees, officers, directors or volunteers responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless the Charter School, Charter School staff, employees, officers, directors and volunteers for any damages or costs incurred. Parents/guardians are required to supervise and monitor their child's use of Charter School equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

**4. Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared, and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate Charter School policy or local law. These include but are not limited to:

- a. Playing games or online gaming.
- b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
- c. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.
- d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
- e. Conducting any activity that is in violation of Charter School policy, the student code of conduct or local, state or federal law.
- f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
- g. Conducting for-profit business.
- h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
- i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
- j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
- k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.

**5. No Expectation of Privacy.** Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities,

computer screens may be positioned so that they are visible to the staff member supervising the students. The Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.

- 6. Disruptive Activity.** Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
- 7. Unauthorized Networks.** Students may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
- 8. Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.
- 9. Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Student Use of Technology Policy and the Acceptable Use Agreement, please complete the required form to indicate that you agree with the terms and conditions provided. The signature of both the student and parent/guardian are mandatory before access may be granted to the technologies available. The document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties. Charter School encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

I understand that computer use is a privilege and not a right. I understand that students who violate this policy in any way will be subject to a referral and possible suspension or expulsion. I understand that if a student willfully damages Charter School's property, including but not limited to Charter School's technology, equipment and networks, or fails to return Charter School's property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid or the property has been returned. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades, transcripts and diploma will be released. When the minor and parent are unable to pay for the damages, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. A student over the age of majority shall be liable for the same. (Ed. Code § 48904).

A copy of this form is available on the Charter School's website.

### ***Loitering Law***

It is unlawful for any juvenile who is subject to a compulsory alternative education program to loiter, idle, wander or be in or upon the public streets, highways, roads, alleys, parks, playgrounds, or other public grounds, public places, public buildings, or the premises of any establishment, vacant lots or unsupervised place between the hours of 8:30 a.m. and 2:30 p.m. on any day when that juvenile otherwise would be required to attend a regular compulsory education school (Municipal Code section 58.05). This means that students should either be in the Resource Center or at home between the hours of 8:30 a.m.

and 2:30 p.m., Monday through Friday, unless an excused absence is on file.

Suspension and Expulsion Policy

Policy

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and wellbeing of all students at Sweetwater Secondary School ("SSS" or "Charter School"). In creating this policy, SSS has reviewed Education Code Section 48900 et seq. which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions, expulsions and involuntary removal. The language that follows closely mirrors the language of Education Code Section 48900 et seq. SSS is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

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

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The SSS administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and procedures are available upon request at the Executive Director's office.

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

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

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent, guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes

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disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student’s independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

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**Procedures**

**A. Grounds for Suspension and Expulsion of Students**

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

**B. Enumerated Offenses**

1. Discretionary Suspension Offenses: Students may be suspended for any of the following acts when it is determined the pupil:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall only apply to students in any of grades 9-12, inclusive.

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- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more

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acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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

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v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

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w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

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a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Coordinator or designee's concurrence.

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b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

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a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew

packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

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- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in, hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school

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personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

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- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with their academic performance.
  - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual

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recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

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v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

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

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a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.

b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

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

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The Charter School will use the following definitions:

- The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

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

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C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or designee with the student and his or her parent/guardian and, whenever practical, the teacher, supervisor or SSS employee who referred the student to the Executive Director or designee.

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

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

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2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student. In addition, the notice may also state the date and time when the student may return to school. If SSS officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

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3. Suspension Time Limits/Recommendation for Expulsion

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

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

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4. Homework Assignments During Suspension



In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

**D. Authority to Expel**

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

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the pupil or a member of the Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

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**E. Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the pupil has committed an expellable offense and recommends the student for expulsion.

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

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Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing.
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
3. A copy of ~~SSS's~~ disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at ~~SSS~~ to any other school district or school to which the student seeks enrollment.
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

SSS may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by SSS or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

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1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

2. SSS must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

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3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.

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4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

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6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

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7. If one or both of the support persons is also a witness, SSS must present evidence that the witness' presence is both desired by the witness and will be helpful to SSS. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

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8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

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10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary

circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

**G. Record of Hearing**

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

**H. Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

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**I. Expulsion Decision**

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

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If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to his/her educational program.

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The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

**J. Written Notice to Expel**

The Executive Director or designee, following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: a) Notice of the specific offense committed by the student; and b) Notice of the student's

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or parent/guardian’s obligation to inform any new district in which the student seeks to enroll of the student’s status with SSS.

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The Executive Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: a) The student’s name; and b) The specific expellable offense committed by the student.

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**K. Disciplinary Records**

SSS shall maintain records of all student suspensions and expulsions at SSS. Such records shall be made available to the authorizer upon request.

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**L. No Right to Appeal**

The pupil shall have no right of appeal from expulsion from SSS as the Board of Directors’ decision to expel shall be final.

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**M. Expelled Pupils/Alternative Education**

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. SSS shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

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**N. Rehabilitation Plans**

Students who are expelled from SSS shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to SSS for readmission.

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**O. Readmission or Admission of Previously Expelled Student**

The decision to readmit a pupil after the end of the student’s expulsion term or to admit a previously expelled pupil from another school district or SSS who has not been readmitted/admitted to another school or school district after the end of the student’s expulsion term, shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Executive Director’s or designee’s determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil’s readmission is also contingent upon SSS’s capacity at the time the student seeks readmission or admission to the Charter School.

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**P. Notice to Teachers**

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

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**R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities**

### 1. Notification of SELPA

SSS shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that SSS or the SELPA would be deemed to have knowledge that the student had a disability.

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### 2. Services During Suspension

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Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

### 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, SSS, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

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- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If SSS, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

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If SSS, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

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- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the SSS had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and SSS agree to a change of placement as part of the modification of the behavioral intervention plan.

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If SSS, the parent/guardian, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then SSS may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

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### 4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the

manifestation determination, or SSS believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

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When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or SSS, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and SSS agree otherwise.

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In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

#### 5. Special Circumstances

SSS personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

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The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

#### 6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 team.

#### 7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated SSS's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if SSS had knowledge that the student was disabled before the behavior occurred.

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SSS shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

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- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to SSS supervisory or administrative personnel, or to one of the child’s teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child’s teacher, or other SSS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other SSS supervisory personnel.

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If SSS knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

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If SSS had no basis for knowledge of the student’s disability, it shall proceed with the proposed discipline. SSS shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by SSS pending the results of the evaluation.

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SSS shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

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**Dress Code**

In order to establish and maintain a safe and productive environment, students are expected to wear appropriate clothing and footwear to Resource Centers and to field trips/school-sponsored events. Parents/guardians will be notified and students will be asked to change or sent home if they are found to be in violation of the dress code.

Dress code violations include the following:

- Pants sagging below the waist
- Swimsuits or sleepwear, including bedroom slippers
- Shorts/skirts/dresses that are above mid-thigh
- Tube tops, backless shirts, see-through garments, shirts that show the midriff, muscle tank tops, and clothing that would be considered revealing and/or a distraction to the learning environment
- Visible undergarments (including boxer shorts, bras, etc.)
- Clothing that promotes alcohol, drugs, tobacco, or other controlled substances
- Clothing that uses suggestive/vulgar/profane language and/or images
- Head coverings such as, hats, bandanas, beanies, or do-rags (note: headwear worn for religious purposes is permitted)

**Cell Phones, Smartphones, Pagers & Other Electronic Signaling Devices Policy**

The Board of Directors recognizes the potential for cell phones, smartphones, pagers, and electronic signaling devices (hereinafter collectively referred to as “private devices”) to disrupt the learning environment of Sweetwater Secondary School (“Charter School”), and adopts this Policy to permit students to possess, but not use private devices while on site or at the resource center, at school-sponsored activities, or under the supervision of Charter School employees, except as otherwise provided in this Policy. Students who possess any private devices must always keep them turned off and out of view while on school grounds

or at school-sponsored activities and functions. Charter School teachers, administrators, and staff will confiscate any private devices used by a student in violation of this Policy.

All students are required to adhere to the following guidelines regarding private devices:

Private devices may be used:

- Off school site before or after school.
- Before or after any Charter School sponsored activity occurring before or after the school's instructional day.
- In the case of an emergency, or in response to a perceived threat of danger.
- When a teacher or administrator of the Charter School grants permission to a student to possess or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.
- When a licensed physician and surgeon determines that the possession or use of a private device is necessary for the health or well-being of the student.
- When the possession or use of a private device is required in a student's individualized education program ("IEP").

Private devices shall be turned off and shall not be used:

- While at the resource center, including workshops, seminars, tutoring and any other school activity, which takes place during the scheduled instructional day on or off site.
- During events sponsored by the Charter School.
- On field trips or excursions sponsored by the Charter School.

Possession of private devices is a privilege, which may be forfeited by any student who fails to abide by the terms of this Policy. All Charter School employees shall remove any private device from the possession of a student found to be violating this Policy. If a private device is heard ringing, beeping, or buzzing from inside a jacket, purse, backpack, or other similar article, whether within the immediate presence of the student or not, a Charter School employee may remove the private device and confiscate the private device. Parents/guardians will be contacted to pick up any confiscated private devices at the end of the instructional time at the resource center or at the conclusion of a Charter School sponsored activity.

In addition to this Policy, all other applicable Charter School student discipline policies and rules shall apply to any student who fails to comply with the requirements of this Policy.

Students who possess any private device(s) shall assume sole responsibility for the maintenance and care of any such private device(s) in accordance with this Policy. At no time shall the Charter School be responsible for preventing theft, loss or damage to any private devices brought onto campus or at Charter School sponsored activities.

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A complete copy of the Cell Phone/Electronics Policy is available for review on the school website.

### ***Lost or Damaged School Property***

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, Charter School will provide a



program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student’s grades and diploma will be released.

**Parents’ Responsibilities**

- Ensure that students get to their scheduled appointment on time. If this is not possible, contact the teacher to arrange an alternate time.
- Hold high expectations for your student, regularly monitor his or her daily work.
- Support school rules and the independent study definition of attendance—students complete school work rather than spending time in the Resource Center.
- Establish a schedule with the student and provide a space for study time at home.
- Arrange for student to attend appropriate field trips and supplemental tutoring sessions.
- Meet with staff when requested, particularly during master agreement signing conferences.
- Participate in decisions related to the education of your student.
- Ensure that students are clothed properly for school and school events.

**Parents’ Role in Discipline and Behavior**

Parents are expected to cooperate with Charter School staff in maintaining and encouraging proper standards of behavior for their children. The following points may prove helpful:

- Instill in your child a sense of responsibility for what he/she says and does.
- Help your child to solve conflicts in a peaceful manner.
- Review your own attitude about discipline and behavior.
- Make sure you communicate with the school to learn necessary facts and expected behavior.
- As a role model for your child, show respect for learning and the necessity for completing an education.

**Emergency Procedures and School Safety Plan**

SSS Resource Centers have plans and preparations for major emergency situations. We believe that the reactions of people in emergencies depend largely upon their training. Our staff has been trained, and drills are held regularly to make certain that the students understand emergency procedures.

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Please assure students that they are as safe at school as they are at home in a serious emergency. The safety and welfare of the students is our primary concern in the event of an emergency. Your child should be instructed to obey the directions of their teachers in general and especially in emergency situation.

SSS defines a crisis as any incident that disrupts the educational program and/or affects the emotional stability of students or staff. In the event of a crisis, such as a natural disaster, we ask the following:

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- Please do not telephone the school. Telephone lines will be needed for emergency communications.
- Please do not drive to the Resource Center if possible. Streets should be as open as possible for emergency vehicles.
- Listen to your local radio station and news for information and advice.

In conjunction with the National Association for Search and Rescue, we urge every family to make home emergency plans and preparations.

If you have questions about our emergency preparedness program, please contact your teacher. A complete copy of the SSS Comprehensive School Safety Plan is available on the school website and at each Resource Center.

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**School Bus and Passenger Safety**

All students who are transported in a school bus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety as outlined in the Transportation Safety Plan.

**Transportation Safety Plan**

Because Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School ("CHARTER SCHOOL" or the "Charter School") provides transportation to CHARTER SCHOOL activity, the Board of Directors ("Board") approved the following transportation safety plan, which contains procedures for Charter School personnel to follow to ensure the safe transportation of students. A copy of this Plan will be kept at each CHARTER SCHOOL and will be made available upon request to an officer of the Department of the California Highway Patrol. Students shall be informed that any violation of Charter School policies and procedures, including violation of safety procedures on a school bus or school activity bus, could result in discipline pursuant to the CHARTER SCHOOL discipline policy.

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**Definitions**

- "School bus" is any motor vehicle designed, used, or maintained for the transportation of a Charter School student at or below the grade 12 level to or from Charter School Resource Center or to and from Charter School activities. "School bus" does not include a passenger vehicle designed for and when actually carrying not more than 10 persons, including the driver, except any vehicle or truck transporting two or more students who use wheelchairs.

"School activity bus" is any motor vehicle, other than the school bus, operated by a common carrier, or by and under the exclusive jurisdiction of a publicly owned or operated transit system, or by a passenger charter-party carrier, used under a contractual agreement between Charter School and carrier to transport Charter School students at or below the grade 12 level to or from a Charter School activity, or used to transport students from residential schools, when the students are received and discharged at off-highway locations where a parent or adult designated by the parent is present to accept the student or place the student on the bus.

- "Private passenger vehicle" is any other privately owned or leased vehicle not included in the definitions above, designed for and when not carrying more than 10 persons, and operated by a parent/guardian or staff driver to transport student to and from a Charter School activity.

**Determining Whether a Student Requires an Escort**

If the Resource Center or school activity destination is located on the opposite side of the street of the actual bus stop, then Charter School and California Vehicle Code section 22112(d) require the student to be physically escorted by the bus driver across that street and under the bus drivers' direction and supervision. The bus driver will be required to activate the school bus red flashing crossover lights and if so equipped, the stop arm, and physically get out of the bus to assist the students safely across the street. Charter School requires ALL students who cross the street, be physically escorted by the bus driver with crossover lights and signs being activated.

**Procedures for Kindergarten through Eighth Grade Students Regarding Boarding and Exiting the Bus**

CHARTER SCHOOL has created the following procedures to govern the safe entry and exit of kindergarten through eighth grade students to and from the school bus. Charter School is not required to use the services of an onboard school bus monitor in addition to the driver to ensure these procedures are followed.

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Boarding:

1. Students shall board or exit the school bus ONLY at their assigned bus stop or school activity destination.
2. Students shall board in an orderly manner and utilize the handrails for their safety while loading and unloading.
3. Students are to find their seat as quickly as possible and sit down facing the front of the bus.
4. Students are to remain seated at all times while the bus is in motion.
5. Students are to maintain a noise level which will allow the bus driver to hear approaching traffic.
6. Students are to follow the directions of the bus driver while they are aboard the bus.
7. Students are responsible to follow all rules and regulations.

Exiting:

1. Students shall stay seated until the bus comes to a complete stop.
2. Once the driver has stopped the bus completely and opened the door, students are to unload seat by seat starting with the front of the bus and continuing seat by seat until the bus is empty.
3. Students remaining on the bus are to remain seated until the bus stops at their assigned bus stop or school activity destination.
4. Students will unload in an orderly manner using the handrails.
5. Students shall exit the bus only at their assigned bus stop or school activity destination. Exceptions will only be allowed when the student presents the bus driver with a note signed by the student's parent and endorsed by the Executive Director.
6. Students are to move away from the bus as they unload. Students shall not get underneath the bus to retrieve a book, paper or some other article. The student should always tell the bus driver and have the bus driver get the article for them.
7. Students should always use crosswalks and controlled intersections when available and should not cross in the middle of the block.
8. Students must avoid trespassing on other people's property, stay on sidewalks when possible.

**Procedures for All Students to Follow as They Board or Exit a School Bus at CHARTER SCHOOL Resource Center or Other School Activity Location**

CHARTER SCHOOL has created the following procedures to govern the safe entry and exit of all students at Charter School Resource Center or other school activity location.

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Boarding Buses at Resource Center or School Activity Location:

1. The school bus driver may not activate the flashing amber warning light system, the flashing red light signal system, and stop signal arm at any school.
2. The driver will monitor the students' entry onto the bus to ensure an orderly and safe entry for all students.
3. The group of students, along with the teacher(s) and any other adult personnel attending a school activity, shall assemble in an area away from the school bus to wait. When the students are ready to load, the Charter School staff shall inform the driver, and the driver will begin the boarding process.
4. Upon completion of the boarding process, the driver will proceed with the bus evacuation and safety presentation, described below. This shall include an explanation and demonstration of all emergency exits, first aid kits, fire extinguishers, etc.
5. Upon completion of the presentation, the driver shall have the Charter School teacher or head chaperone sign a trip sheet, acknowledging the presentation has been given. The driver will then depart when safe to do so.

Exiting Buses at School Site or School Activity Location:

1. Upon arrival at Charter School Resource Center, the driver shall take the bus to the designated student drop off area.
2. Upon reaching the designated area, the driver will park the bus and open the door when it is clear and safe to do so. The flashing red signal lights will not be activated.
3. Upon arrival at the school or school activity destination, the driver will select an area where the bus can be lawfully parked and the boarding/exiting of students can be reasonably controlled.
  - a. The driver will confer with the Charter School teacher/head chaperone regarding the time and location where the group will assemble to reload the bus.
  - b. When it is clear and safe to do so, the driver will have the students disembark the bus. The flashing red signal lights will not be activated.
  - c. When the Charter School teacher/head chaperone has confirmed all students are accounted for, the group may proceed to the trip.
4. Students exiting the bus at either Charter School Resource Center or a school activity location should do so in an orderly, respectful, and appropriate manner, following all instructions from Charter School staff and the bus driver.

**Procedures for School Staff to Ensure a Student is Not Left Unattended on a School Bus or School Activity Bus**

CHARTER SCHOOL staff members should always be involved and active in the supervision of the loading and unloading of students at Charter School Resource Center and on activity trips to ensure no student is left unattended on the school bus or school activity bus.

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To do this, CHARTER SCHOOL staff shall adhere to the following procedures:

1. Before leaving the Resource Center for a school activity, the Charter School teacher/head chaperone for the trip shall ensure they have a copy of the class roster with all student names.
2. Once the bus reaches the destination, a Charter School teacher/head chaperone shall be the first person off the bus and will note each student who exits the bus by comparing the exiting students against the class roster.
3. A Charter School staff member/chaperone shall be the last person to exit the bus at each stop to ensure no students are on left board. Before exiting the bus, the staff member/chaperone will walk up the aisle, checking each seat and area on the floor by each seat to ensure no students are present.
4. Once all students and staff/chaperones have exited the bus, but before leaving for the designated activity, the Charter School teacher/head chaperone will conduct another roll call by calling out each student's name and waiting for verbal and visual confirmation from the student of being present.
5. The Charter School teacher/head chaperone will discuss with the bus driver a way to contact each other in the event it is later discovered a student is still on the bus.

**Procedures and Standards for Designating an Adult Chaperone, Other than the Bus Driver, to Accompany Students on a School Activity Bus**

CHARTER SCHOOL shall follow its applicable policies and procedures, including its visitor and volunteer policy, for designating an adult chaperone other than the school bus driver to accompany students on a bus or a school activity bus. All appropriate background checks will be conducted on any chaperone prior to the chaperone's attending a school trip or school activity bus.

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**Instruction in School Bus or School Activity Bus Emergency Procedure and Passenger Safety**

CHARTER SCHOOL shall ensure that all students who are transported in a school bus or school activity bus receive instruction in school bus emergency procedures and passenger safety.

#### **Instruction for Students who were not Previously Transported in a School Bus**

Upon registration, the parents/guardians of students who were not previously transported in a school bus or school activity bus and who are in kindergarten through grade 6, inclusive, shall be provided with written information on school bus safety. This information shall include, but not be limited to, the following:

1. A list of school bus stops near the student's home.
2. General rules of conduct at school bus loading zones, such as:
  - a. While waiting for the school bus to arrive, students must stand single file in an orderly and well-behaved line.
  - b. Students are not to play in or be in the street or private property.
  - c. Students shall be on the proper side of the street before the bus arrives at the bus stop.
  - d. Students should arrive at their bus stop five minutes prior to the scheduled leaving time.
  - e. If the student is late and needs to cross the street that the bus is stopped on, the student must wait for the bus driver to escort the student across the street.
  - f. Students should not approach the bus until it comes to a complete stop at the stop;
  - g. Students should board and exit the bus in an orderly fashion, with no pushing or shoving.
  - h. Students should understand the bus driver is in charge at all times, and students should follow the bus driver's directions.
  - i. The driver will immediately activate the red flashing crossover lights and stop arm if so equipped.
  - j. Animals, birds, reptiles, fish, insects, breakable containers, weapons, or any object or substance that could be hazardous will not be transported on the bus.
3. Red light crossing instructions, consistent with this Plan.
4. School bus danger zone(s).
5. Walking to and from school bus stops.

#### **Instruction for all Students Prior to Departure on School Trip**

Finally, prior to departure on a school activity trip, CHARTER SCHOOL shall provide safety instruction to all students riding in a school bus or school activity bus. This instruction shall include, but not be limited, to the following:

1. Location of emergency exits; and
2. Use of emergency equipment.
  - a. Instruction may also include responsibilities of passengers seated next to an emergency exit.
3. Instruction on how to use the passenger restraint systems, including but not limited to the following:
  - a. Proper fastening and release of the passenger restraint system;
  - b. Acceptable placement of passenger restraint systems on students;
  - c. Times when the passenger restraint systems should be fastened and released; and
  - d. Acceptable placement of the passenger restraint systems when not in use.

#### **Operation of School Bus or School Activity Bus when Visibility Reduced to 200 Feet or Less**

Pursuant to Vehicle Code section 34501.6, CHARTER SCHOOL is required to adopt procedures that limit the operation of school buses and school activity buses when atmospheric conditions reduce visibility on the

roadway to 200 feet or less during regular home to school transportation service. Bus drivers of school activity buses shall have the authority to discontinue school activity bus operation if the driver determines that it is unsafe to continue operation because of reduced visibility.

For purposes of this Plan, the procedures for school bus drivers shall be as follows:

- 1. The school bus driver will notify the Executive Director that atmospheric conditions have reduced visibility to 200 feet or less.
- 2. The Executive Director may consult with legal counsel as needed.
- 3. The Executive Director may direct that school bus activity will be suspended or delayed for a minimum of one (1) hour through an indefinite suspension or delay if required by the conditions. The length of time for the suspension or delay of school bus services shall be at the discretion of the Executive Director.

**School Employees and Parent/Guardian as Chaperones and Drivers (Private Passenger Vehicles)**

As field trips and excursions are an integral part of the Charter School learning experience, parents are encouraged to participate in an assisting role with students. The Executive Director or the coordinating teacher will provide parents and guardians with specific supervisory guidelines prior to any Charter School group trip involving students. Topics to be included are safety regulations, emergency responses, and responsibilities of the parent volunteers and language or behavior requirements of all attendees.

A participating parent or guardian may be assigned to a specific group of students to supervise and will be responsible for these students at all times during the field trip or excursion. Under no circumstances will a parent or guardian consume alcohol or use controlled substances (except for medications taken under a physician's orders) during a field trip or excursion. The parent or guardian will notify the coordinating teacher, in advance of the field trip or excursion, should he/she be under a physician's orders and using medications.

Parent/guardian or staff may transport students in their private vehicles for field trips. Parents may decline permission for their child to be transported by a staff member/other parent or guardian in a private passenger vehicle, in which case that student will be responsible for his/her own transportation.

All adults taking out-of-state field trips or excursions (including athletics meets and games), and all parents or guardians of pupils taking out-of-state field trips or excursions (including athletics meets and games) are required to sign a statement waiving all claims against Charter School, its employees, and the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion (including athletics meets and games).

At all times during the field trip or excursion, employee and volunteer drivers will use the safest mode of transportation and the safest and most direct routes of travel. If travel is not by bus, the legal occupancy limit of ten (10) occupants (including the driver) must not be exceeded, all speed notices must be strictly adhered to and students are to be seated with individual seatbelts at all times.

CHARTER SCHOOL shall take reasonable precautions to ensure that all employees and volunteers who transport students are responsible and capable operators of the vehicles to be used and ensure compliance with Driver Requirements as follows:

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Employee or volunteer drivers who offer to provide transportation for a field trip or excursion (including athletics meets and games) must provide a copy of the following:

1. Proof of liability insurance for their vehicle with a minimum of \$100K/\$300K coverage.
2. A copy of their Driver's License and Vehicle Registration.
3. A written statement acknowledging that their insurance carrier is the primary agent responsible for insurance during the field trip or excursion.
4. A criminal background check conducted by the California Department of Justice ("DOJ"). Employees or volunteers whose DOJ report reveals a Driving Under the Influence conviction shall not be permitted to transport students or operate any vehicle on Charter School business for ten (10) years from the date of the conviction. Any employee or volunteer convicted of a felony shall not be permitted to transport Charter School students on Charter School business.
5. A Department of Motor Vehicles record. Employees or volunteers with driving records with two (2) points or more shall not be permitted to transport students or operate any vehicle for Charter School field trips and excursions.

Each of these items will be provided to the Executive Director or coordinating teacher prior to driving on a field trip or excursion.

Under no circumstances shall students transport other students.

For the employee's/volunteer's safety and that of all the students in his/her car, the following rules apply:

1. All Charter School rules apply to students in the car. Employee/volunteer drivers are free to appropriately manage student behavior as necessary to maintain safety.
2. All California driving laws must be followed including child restraint laws: no texting or distracted driving, hands-free phone use only.
3. No movies may be shown in vehicles.
4. No side trips allowed, including gasoline stops. Please be sure to have enough gas before leaving on the trip.
5. Maps and directions from the teacher/coach should be reviewed prior to leaving.
6. No purchases for students should be made on the field trip/excursion including food or treats for students in the car.
7. Call the Charter School office immediately if there is a problem.

**Non-Discrimination Statement**

SSS ("charter school) is committed to equal opportunity for all individuals in education. SSS shall promote programs which ensure that discriminatory practices are eliminated in all school activities.

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SSS does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

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SSS adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA").

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

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

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

The Charter School is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination in Employment Act of 1967; The Age Discrimination Act of 1975; the IDEA; and Section 504 and Title II of the ADA (mental or physical disability).

SSS also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

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SSS does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which SSS does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. SSS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the SSS Uniform Complaint Procedures ("UCP") Compliance Officer:

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Lynne H. Alipio  
Chief Business Officer and CFO  
(858) 678-2048  
10170 Huennekens Street  
San Diego, CA 92121

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

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

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

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

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

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

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

Tim Tuter  
Executive Director  
858-678-2042  
[ttuter@altussschools.net](mailto:ttuter@altussschools.net)

#### **Definitions**

##### **Prohibited Unlawful Harassment**

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

##### **Prohibited Unlawful Harassment under Title IX**

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

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

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

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

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

#### **Prohibited Bullying**

**Bullying** is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of

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

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

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

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

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

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

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

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

### **Bullying and Cyberbullying Prevention Procedures**

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

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#### **1. Cyberbullying Prevention Procedures**

SSS advises students:

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- a. To never share passwords, personal data, or private photos online.
- b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- d. To consider how it would feel receiving such comments before making comments about others online.

SSS informs Charter School employees, students, and parents/guardians of SSS's policies regarding the use of technology in and out of the classroom. SSS encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

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#### **2. Education**

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

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

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

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SSS informs employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

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#### **3. Professional Development**

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

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

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- Physical cuts or injuries

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

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

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

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SSS encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for SSS's students.

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**Grievance Procedures**

**1. Scope of Grievance Procedures**

SSS will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

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

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

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**2. Reporting**

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

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

Tim Tuter  
Executive Director  
858-678-2042

[ttuter@altusschools.net](mailto:ttuter@altusschools.net)

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

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

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

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

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

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

**3. Supportive Measures**

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

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

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**4. Investigation and Response**

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of SSS, the Coordinator (or administrative designee) will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and

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needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

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

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

- Notice of the Allegations

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

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- Emergency Removal

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

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- Informal Resolution

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

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- Investigation Process

- The decision-maker will not be the same person(s) as the Coordinator or the investigator. SSS shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.

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- In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, SSS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- **Dismissal of a Formal Complaint of Sexual Harassment**
  - If the investigation reveals that the alleged harassment did not occur in SSS's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable SSS policy.
  - SSS may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at SSS; or
    - The specific circumstances prevent SSS from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
  - If a formal complaint of sexual harassment or any of the claims therein are dismissed, SSS will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- **Determination of Responsibility**
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - SSS will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
    - The findings of facts supporting the determination;
    - The conclusions about the application of SSS's code of conduct to the facts;
    - The decision and rationale for each allegation;
    - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
    - The procedures and permissible bases for appeals.

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## 5. Consequences

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

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6. Right of Appeal

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

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

- The complainant and the respondent shall have the same appeal rights and SSS will implement appeal procedures equally for both parties.
- SSS will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

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7. Recordkeeping

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

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

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

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Educational Equity and Immigration Status Policy

Sweetwater Secondary School ("Charter School") recognizes and honors the attainment of education for the betterment of the individual and the community, and is committed to fostering a positive school environment in which students, educators, and staff feel safe, welcomed, supported, and connected. Charter School will provide a safe, secure, and peaceful learning environment for all students and staff. Charter School defines sensitive or safe locations to include its schools, official activities of its schools, including those occurring in public places and adjacent areas, and all of Charter School property, included but not limited to, facilities owned, controlled by, or leased by Charter School. Where outside contractors or service providers (particularly school resource officers) are regularly present at sensitive or safe locations or have access to student information, Charter School shall seek commitments from those parties not to facilitate immigration enforcement at any of the Charter School's sensitive or safe locations unless required by law.

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Information about children's rights to a free education regardless of immigration status or religious beliefs and the Attorney General's Know Your Rights handout will be provided to students and parents upon enrollment to Charter School.

All notices provided to parents pursuant to AB 699 shall be language-accessible in compliance with state and federal laws. Enrollment, registration, and uniform complaint procedures information provided on the Charter School website shall be language-accessible in compliance with state and federal laws.

**Responding to Hate Crimes and Bullying**

Charter School has adopted and publicized a *Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy* and provides annual notice of same to families. The Policy expressly prohibits discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics set forth in Section 422.55 of the Penal Code, including immigration status, and Section 220 of AB 699, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration or citizenship status, religion, religious affiliation, creed, color, citizenship, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, pregnancy, childbirth or related medical conditions, association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation. The Policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means. In accordance with the *Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy* and its *Uniform Complaint Policy and Procedures*, Charter School will promptly and thoroughly investigate any complaint of unlawful harassment, discrimination, intimidation, or bullying that constitute a hate crime or are otherwise based on actual or perceived characteristics listed above, and take appropriate corrective action, if warranted.

Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other. Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived religion, immigration status, or citizenship) and about the negative impact of bullying other students based on these protected characteristics.

Charter School shall train teachers, staff, and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above.

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Charter School shall inform students who are victims of hate crimes of their right to report such crimes.

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Complete copies of the *Uniform Complaint Policy and Procedures* and the *Title IX, Harassment, Discrimination, Intimidation, and Bullying Policy* are available for review at the administration office.

**Gathering and Managing Student and Family Information**

School has adopted an *Educational Records and Student Information Policy* to apply to all educational records and student information maintained by Charter School and provides annual notice of same to all families. Appropriate personnel shall receive training regarding those policies and procedures.

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Additionally, Charter School shall observe the following:

- Except as required by state or federal law or as required to administer a state or federally supported education program, Charter School officials and employees will not collect information or documents regarding citizenship or immigration status of pupils or their family members.

- If Charter School possesses information that could indicate immigration status, citizenship status, or national origin information, Charter School will not use the acquired information to discriminate against any student or families or bar children from enrolling in or attending school.
- If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status, or national origin, Charter School will not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.
- Charter School will not allow school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.
- Charter School will not inquire specifically about a student's citizenship or immigration status or the citizenship or immigration status of a student's parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student's immigration status, such as a green card, voter registration, a passport, or citizenship papers.

#### Admissions and Enrollment

As a charter school, Charter School is open to all students who wish to attend, regardless of residency. Notwithstanding this and where permitted by law, Charter School shall accept alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status, citizenship status, or national origin, and that do not reveal information related to citizenship or immigration status.

Charter School will accept the following list of documents as reasonable evidence of residency:

- Property tax payment receipts
- Rental property contract, lease, or payment receipts
- Utility service contract, statements, or payment receipts
- Pay stubs
- Voter registration
- Correspondence from a government agency
- Declaration of residency executed by the parent or legal guardian of the student
- Note: documents, information, or proof relating to citizenship or immigration status of students will never be requested for the enrollment process.

However, please note: (1) that parents and guardians are not required to provide each and every document listed and that (2) in accordance with the McKinney-Vento Homeless Assistance Act, Charter School will immediately enroll a homeless child or youth even if he or she is unable to provide proof of residency or age or other documentation normally required for enrollment.

Charter School will accept the following list of documents as reasonable evidence of age:

- Certified copy of birth record
- Statement by the local registrar or county recorder certifying date of birth
- Baptism certificate
- Passport

- When none of the foregoing is obtainable, an affidavit of the parent, guardian, or custodian, or any other appropriate means of proving the child's age.

Documents, information, or proof relating to citizenship or immigration status of students will never be requested for the enrollment process. Where any law requires submission of national origin related information to satisfy the requirements of a special program, Charter School personnel will solicit that documentation or information separately from the enrollment process.

#### *Social Security Information:*

Charter School will not collect entire social security numbers or cards or a statement that the parent or guardian does not possess a Social Security number for the purposes of enrollment, and failure to provide this information will not bar a student from enrolling or attending Charter School. However, the last four digits of an adult household member's Social Security number may be solicited and/or collected if required to establish eligibility for federal benefit programs such as free or reduced-price meals. This Social Security information will only be collected for the limited purpose of establishing eligibility for federal benefit programs and will not affect student enrollment. If no adult household member has a Social Security number, the student still can qualify for free or reduced-price meals, if the family meets the income eligibility requirements.

#### **Sharing Student and Family Information**

Charter School will avoid the disclosure of information that might indicate a student's or family's citizenship or immigration status if the disclosure is not authorized by the Family Educational Rights and Privacy Act (FERPA). Charter School requires written parental or guardian consent for release of student information unless the information is relevant for a legitimate education interest or includes directory information only.

Neither exception permits disclosing information to immigration authorities for immigration-enforcement purposes; no student information shall be disclosed to immigration authorities for immigration-enforcement purposes without a court order or judicial subpoena. A copy of the complete *Education Records and Student Information Policy* is available for review in the administration office.

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Charter School's request for written parental or guardian consent for release of student information must include:

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- (a) The signature and date of the parent, guardian, or eligible student providing consent;
- (b) A description of the records to be disclosed;
- (c) The reason for the release of information;
- (d) The parties or class of parties receiving the information; and
- (e) If requested by the parents, guardians, or eligible student, a copy of the records to be released.

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The parent, guardian, or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information that this not otherwise subject to release, Charter School shall not release the information. Charter School will permanently keep the consent notice with the record file.

Charter School personnel shall take the following steps upon receiving an information request related to a student's or family's immigration or citizenship status:

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- (a) Notify a designated Charter School official about the information request.

(b) Provide students and families with appropriate notice and a description of the immigration officer's request.

(c) Document any verbal or written request for information by immigration authorities.

(d) Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order. Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on the local educational agency prohibits disclosure, Charter School shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

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### **Responding to Immigration Enforcement on Campus**

No visitor – which include immigration-enforcement officers – shall enter or remain on school grounds of the Charter School during school hours without having registered with the principal or designee. If there are no exigent circumstances necessitating immediate action, and if the immigration officer does not possess a judicial warrant or court order that provides a basis for the visit, the officer must provide the following information to the principal or designee:

1. Name, address, and occupation;
2. Age, if less than 21;
3. Purpose of entering school grounds;
4. Proof of identity; and
5. Any other information as required by law

Charter School requires that any visitor, including immigration enforcement officers, must not interrupt students and faculty during class time for immigration enforcement or other purposes, and must instead wait until a designated break period prior to or following a class period to carry out their judicial warrant or court order. A complete copy of the Charter School Visitor and Volunteer Policy is available for review in the administration office.

Charter School has posted signs at the entrance of its school grounds to notify outsiders of the hours and requirements for registration.

#### **Procedures for Responding to On-Campus Immigration Enforcement**

As early as possible, Charter School personnel will notify the Superintendent or designated administrator of any request by an immigration-enforcement officer for student access or access to school grounds for purposes related to immigration enforcement, or any requests for review of school documents (including for the services of lawful subpoenas, petitions, complaints, warrants, etc).

In addition, Charter School personnel will take the following steps in response to an officer present on the school campus specifically for immigration-enforcement purposes:

1. Advise the officer that before proceeding with his or her request, and absent exigent circumstances, school personnel must first receive notification and direction from the Executive Director.
2. Ask to see, and make a copy of or note, the officer's credentials (name and badge number). Also ask for and copy or note the phone number of the officer's supervisor.

3. Ask the officer his/her reason for being on school grounds and document it.
4. Ask the officer to produce documentation that authorizes school access.
5. Make a copy of all documents provided by the officer. Retain one copy of the documents for the school records.
6. If officer declares that exigent circumstances exist and demands immediate access to the campus, Charter School personnel should comply with the officer's orders and immediately contact the Executive Director.
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation. If the immigration-enforcement officer has:
  - a. An ICE warrant, Charter School personnel shall inform the agent that he or she cannot consent to any request without first consulting with the Charter School's counsel or other designated agency official
  - b. A federal judicial warrant, such as a search-and-seizure warrant or an arrest warrant; prompt compliance is usually legally required. If feasible, consult with the Charter School's legal counsel or designated administrator before providing the agent access to the person or materials specified in the warrant
  - c. Subpoena for production of documents or other evidence
    - i. Immediate compliance is not required. Therefore, Charter School personnel shall inform the Charter School's legal counsel or other designated official of the subpoena, and await further instructions on how to proceed
8. While Charter School personnel should not consent to access by an immigration-enforcement officer, except as described below, he/she should not attempt to physically impede the officer, even if the officer appears to be exceeding authorization given under a warrant or document. If an officer enters the premises without consent, Charter School personnel shall document his or her actions while on campus
9. After the encounter with the officer, the Charter School shall promptly take written notes of all interactions with the officer. The notes shall include the following items:
  - a. List or copy of the officer's credentials and contact information;
  - b. Identity of all school personnel who communicated with the officer;
  - c. Details of the officer's request;
  - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant/subpoena, and whether the warrant/subpoena was signed by a judge;
  - e. Charter School personnel's response to the officer's request;
  - f. Any further action taken by the agent; and
  - g. Photo or copy of any documents presented by the agent
10. Charter School personnel shall provide a copy of those notes, and associated documents collected from the officer, to the Charter School's legal counsel or other designated agency official.
11. In turn, Charter School's legal counsel or other designated official shall submit a timely report to the Charter School Board of Directors regarding the officer's requests and actions and Charter School's response(s).

12. E-mail the Charter School Board of Directors and Bureau of Children's Justice in the California Department of Justice, at [BCJ@doj.ca.gov](mailto:BCJ@doj.ca.gov), regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes

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Charter School personnel shall immediately notify the student's parents or guardians if a law-enforcement officer requests or gains access to a student for immigration-enforcement purposes, unless such access was in compliance with a judicial warrant or subpoena that restricts the disclosure of the information to the parent or guardian.

Charter School personnel shall receive consent from the student's parent or guardian before a student can be interviewed or searched by any officer seeking to enforce the civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge, or presents a valid, effective court order.

### **Responding to the Detention or Deportation of a Student's Family Member**

Charter School shall encourage that families and students have and know their emergency phone numbers and know where to find important documentation, including birth certificates, passports, Social Security cards, doctors' contact information, medication lists, lists of allergies, etc., which will allow them to be prepared in the event that a family member is detained or deported.

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Charter School shall permit students and families to update students' emergency contact information as needed throughout the school year, and provide alternative contacts if no parent or guardian is available. Charter School shall ensure that families may include the information of an identified trusted adult guardian as a secondary emergency contact in case a student's parent or guardian is detained. Charter School shall communicate to families that information provided within the emergency cards will only be used in response to specified emergency situations, and not for any other purpose.

In the event a student's parent/guardian has been detained or deported by federal immigration authorities, Charter School shall use the student's emergency card contact information and release the student to the person(s) designated as emergency contacts. Alternatively, Charter School shall release the student into the custody of any individual who presents a Caregiver's Authorization Affidavit on behalf of the student.

Charter School shall only contact Child Protective Services if the [local educational agency] personnel are unsuccessful in arranging for the timely care of the child through the emergency contact information that the school has, a Caregiver's Authorization Affidavit, or other information or instructions conveyed by the parent or guardian.

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### **Family Safety Plan**

To the extent possible, Charter School will facilitate a family's development of a *Family Safety Plan* to be stored at a location known by the student. Such a plans may identify a trusted adult who can care for the student if no parent or guardian can do so. Students should know that the trusted adult is the person who

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the student should contact if his or her parents and/or guardians are detained or deported, and how to reach the trusted adult.

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#### Additional Resources

In the event that a student's family member is detained, Charter School may refer the student and his or her family members to other resources, including, but not limited to:

- (1) ICE Detainee Locator
  - (<https://locator.ice.gov/odls/homePage.do>)
- (2) Legal Assistance
  - There are several legal aid organizations that may be able to provide legal assistance to secure the release of a student's detained parent, or to help arrange for the student to visit the parent
  - A list of California organizations accredited by Board of Immigration Appeals (BIA) to represent immigrants before the Department of Homeland Security (DHS) and Executive Office of Immigration Review (EOIR)
- (3) Consulate or Embassy.
  - The consulate or embassy of the parent's or guardian's country of origin may be able to offer additional information and assistance

Charter School will also ensure that the attorneys who they refer students to are licensed and in good standing with the State bar of California, by checking online at <http://www.calbar.ca.gov/Attorneys>

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### ***Student Freedom of Speech and Expression Policy***

*Sweetwater Secondary School ("Charter School") respects students' rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.*

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#### **Definitions**

1. *"Obscenity"*: when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.
2. *"Defamation"*: Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.
3. *"Discriminatory Material"*: material that demeans a person or group because of the person/group's disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation that has the purpose of humiliating, offending, or provoking a person/group.



4. *"Harassment (including sexual harassment), Intimidation and/or Bullying"*: severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: (1) placing a reasonable student or students in fear of harm to that student's or those students' person or property, (2) causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health, (3) causing a reasonable student to experience a substantial interference with his or her academic performance, (4) causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
5. *"Fighting Words"*: words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.
6. *"Vulgarity and/or Profanity"*: the continual use of curse words by a student, even after warning.
7. *"Violating Privacy"*: publicizing or distributing confidential or private material without permission.

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#### On-Resource Center Expression

Student free speech rights include, but are not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. Student expression on the Charter School website and online media shall generally be afforded the same protections as print media within the Policy.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following: obscenity; defamation; discriminatory material; harassment (including sexual harassment), intimidation and/or bullying; fighting words; vulgarity and/or profanity; or violating privacy as defined above.

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#### A. Distribution of Circulars, Un-Official Newspapers, and Other Printed Matter

Free inquiry and exchange of ideas are essential parts of a democratic education. Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the Executive Director or designee at least one (1) school day prior to distribution. The Executive Director or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy. Any student may appeal the decision of the Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.
2. Distribution, free or for a fee, may take place before school, after school, and/or during lunch provided there is no substantial disruption in the school programs (as determined by the Executive Director, . Distribution may not occur during instructional time and should not occur in locations that disrupt the normal flow of traffic within the school or at site entrances.

3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.
4. The solicitation of signatures must not take place in school offices, nor be substantially disruptive to resource center activities (as determined by the School Coordinator or the school's administrator, including but not limited to tutoring and group study).

#### B. Official School Publications

As a small independent student learning environment, the Charter School does not currently have school publications. Should the Charter School begin utilizing a pupil-operated publication in the future, Student editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this Policy. However, it shall be the responsibility of the journalism staff adviser(s) of student publications to supervise the production of the student staff, to maintain professional standards of English and journalism, and to maintain the provisions of this Policy.<sup>1</sup> The journalism staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this Policy. Charter School officials shall have the burden of showing justification without undue delay prior to a limitation of student expression under this Policy. If the journalism staff adviser(s) consider material submitted for publication to violate this Policy, he or she will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student should be given the opportunity to modify the material or appeal the decision of the journalism staff adviser to the Executive Director.

#### C. Buttons, Badges, and Other Insignia of Symbolic Expression

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

#### D. Use of Bulletin Boards

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials in resource center locations convenient to student use. Posted material must be in compliance with other sections of this Policy, particularly regarding the distribution of materials and prohibited speech. Students may not post or distribute materials regarding the meetings of non-curricular student-initiated groups.

#### E. Organized Demonstrations

Students have the right to lawful organized resource center demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite students to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the school are prohibited.

No organized demonstrations by school groups may take place off-site during school hours unless sanctioned by school authorities and supervised by a designated school authority. No individual student may demonstrate in the name of the Charter School or as an official school group at any time unless authorized by the Charter School to participate in the activity.

No student may participate in an organized demonstration that occurs during the hours of mandatory school attendance unless sanctioned by the Charter School and supervised by a designated Charter School employee.

<sup>1</sup> "Official school publications" refers to material produced by students in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.

Missing school to attend an organized demonstration is not an excused absence. The Charter School will follow its Attendance Policy when determining consequences for students which may include but are not limited to detention, a low grade for a missed test, or receiving a truancy letter. The Charter School will follow its Suspension and Expulsion Policy when determining consequences for students if Charter School policy is violated.

#### F. Student Speeches

If a student is selected to speak at a Charter School sponsored event, including but not limited to graduation or school events, Charter School has the right to review the pre-prepared speech to ensure that unprotected speech is not included. If unprotected speech is included, the student will be given the opportunity to revise the speech or deliver a modified speech. If not revised or removed, the student will not be permitted to speak at the Charter School sponsored event.

#### Off-Site Expression

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Off-site student expression, including but not limited to student expression on internet web sites not accessed from the resource centers, is generally constitutionally protected but shall be subject to discipline when such expression poses a threat to the safety of other students, staff, or Charter School property, or substantially disrupts the educational program. The Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program.

#### Enforcement

1. Upon learning that students are considering actions in the areas covered by this Policy they will be informed of the possible consequences of their action under each specific circumstance. The Executive Director shall ensure that due process is followed when resolving disputes regarding student freedom of expression.
2. This Policy does not prohibit or prevent the Charter School Governing Board from adopting otherwise valid rules and regulations relating to oral communications by students upon the resource center premises.
3. No Charter School employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.
4. Charter School shall not make or enforce a rule subjecting a student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of a resource center, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

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#### Complaints

A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint by contacting the Charter School's Executive Director.

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#### **Teacher Qualifications**

Our school focuses on delivering a strong standards-based and personalized educational program. Professional development for teachers, communication with parents, and opportunities for tutoring have always been common practice at the school.

We have a rigorous selection process and we believe our teachers are outstanding. We not only hire teachers who are strong academically, we choose people:

- who will work with both the family and the student,
- who will go above and beyond in helping your child develop workplace skills like responsibility and dependability,
- who will assess your child’s strengths and build on them,
- who will provide support for their areas of weakness, and
- who will help your child succeed both personally and academically.

Your child is attending a school receiving Title I federal funds through the Elementary and Secondary Education Act (ESEA). At the beginning of each school year, local educational agencies receiving Title I funds are required to notify parents whose student(s) attend a Title I school that they may request, and the agency will provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student’s classroom teachers, including at a minimum:

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1. Whether the student’s teacher:

- Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
- Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
- Is teaching in the field of discipline of the certification of the teacher.

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

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Parents are invited to seek further information on their specific teacher’s or paraprofessional’s professional qualifications.

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**Communication**

SSS seeks to convey the most current, accurate information possible to our parents and students. This includes the use of surveys and periodic **AlertNow** automated messages to your contact numbers. These messages will contain timely, important information. In addition, please “Like” our Facebook page ([www.facebook.com/Altus4U](http://www.facebook.com/Altus4U)) to keep up-to-date on all SSS information.

**Deleted:** We are sure you know your child’s teacher and qualifications very well, but the law gives you the right to request information about:¶  
Whether the teacher has met the criteria for grade levels and subject areas taught;¶  
Whether the teacher is teaching under an emergency credential or license, or other provisional status;¶  
The baccalaureate degree major of the teacher and any graduate degree held by the teacher, and the field of discipline of that degree; ¶  
The qualifications of the paraprofessional in your child’s classroom.¶

As we encourage our students to succeed and be accountable for their work, we expect the same for our organization and our employees. If you have suggestions, ideas, or concerns, please feel free to discuss it with your student’s teacher.

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**Uniform Complaint Policy and Procedures (“UCP”)**

Board Policy #: 1500  
Adopted/Ratified: May 5, 2009  
Amended Dates: June 29, 2015; March 10, 2016; August 26, 2020;

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The Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School, and Sweetwater Secondary School (“Audeo,” or “Charter School”) board policy is to comply with applicable federal and state laws and regulations. The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible

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for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

Scope

This complaint procedure is adopted to provide a uniform system of complaint processing ("UCP") for the following types of complaints:

- (1) Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group, on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.
- (2) Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Adult Education;
  - Career Technical and Technical Education;
  - Career Technical and Technical Training;
  - Child Care and Development Programs;
  - Consolidated Categorical Aid;
  - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public schools, Migratory Children and Children of Military Families;
  - Every Student Succeeds Act;
  - Migrant Education Programs;
  - Regional Occupational Centers and Programs, and
  - School Safety Plans.
- (3) Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
  - a. "Educational activity" means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
  - b. "Pupil fee" means a fee, deposit or other charge imposed on students, or a student's parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
    - i. A fee charged to a student 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.
    - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
    - iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.

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c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 – 52077, including an allegation of a violation of Education Code sections 47605.5 or 47607.3, as referenced in Education Code Section 52075, regarding local control and accountability plans.

d. If the Charter School finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, Audeo shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected students, parents/guardians, subject to procedures established through regulations adopted by the state board.

e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or, Audeo, and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

(4) Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or LCAP under Education Code sections 47606.5 and 47607.3, as applicable.

(5) If Audeo adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49190-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 – 15584.

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

Audeo acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) the confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. Charter School cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the Charter School will attempt to do so as appropriate. Charter School may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Chief Business Officer ("CBO") or designee on a case-by-case basis. Audeo shall ensure that complainants are protected from retaliation.

**Compliance Officers**

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure the Charter School's compliance with law:

Lynne H. Alipio  
Chief Business Officer and CFO  
10170 Huennekens Street  
San Diego, CA 92121  
(858) 678-2048

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The CBO or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the CBO or designee.

Should a complaint be filed against the CBO, the compliance officer for that case shall be the Chairperson of the Charter School Board of Directors.

#### **Notifications**

The CBO or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be available on Audeo's website. Audeo shall annually provide written notification of the Charter School's uniform complaint procedures to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

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The annual notice shall be in English. When necessary, under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in the Charter School speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language. The annual notice shall include the following:

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1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that Audeo is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that Audeo is operating pursuant to Title 22 licensing requirements.
3. A statement that Audeo is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
7. A statement that the complainant has a right to appeal the Charter School's decision to the CDE by filing a written appeal within thirty (30) calendar days of Audeo's decision, except if Audeo has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals Audeo's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
9. A statement that if Audeo finds merit in a UCP complaint, or the CDE finds merit in an appeal, Audeo shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code §section 262.3.
11. A statement that copies of Audeo's UCP shall be available free of charge.

#### **Procedures**

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The following procedures shall be used to address all complaints, which allege that the Charter School has violated federal or state laws or regulations enumerated in the section "Scope", above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

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All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

• **Step 1: Filing of Complaint**

Any individual, including a person's duly authorized representative or an interested third party, public agency or organization may file a written complaint of alleged noncompliance of unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy. A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the CBO or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the CBO or designee shall be made in writing. The period for filing may be extended by the CBO or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The School Coordinator shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Audeo Board of Directors approved the LCAP or the annual update was adopted by the Audeo.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, the Charter School staff shall assist the complainant in the filing of the complaint.

• **Step 2: Mediation**

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend the Charter School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

• **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

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The complainant and/or the complainant's representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint. A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The Charter School's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

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#### • **Final Written Decision**

Audeo shall issue an investigation report (the "Decision") based on the evidence. Audeo's decision shall be in writing and sent to the complainant within sixty (60) calendar days of Audeo's receipt unless the timeframe is extended with the written agreement of the complainant. Audeo's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

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The Decision shall include:

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1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether Audeo is in compliance with the relevant law.
3. Corrective actions, if Audeo finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal Audeo's decision within thirty (30) calendar days to the CDE, except when Audeo has used its UCP to address complaints that are not subject to the UCP requirements
5. Procedures to be followed for initiating such an appeal.

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If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of the Charter School's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

#### **Appeals to the California Department of Education**

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with Audeo and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

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

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Upon notification by the CDE, that the complainant has appealed the Decision, the CBO or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of the Charter School's complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to Audeo for resolution as a new complaint. If the CDE notifies the Charter School that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, the Charter School will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusion of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decisions remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by the Charter School when one of the conditions listed in C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, Charter School has not taken action within sixty (60) calendar days of the date of the complaint was filed with the Charter School.

### **Civil Law Remedies**

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

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A copy of the UCP shall be available upon request free of charge on the school website. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Executive Director.

## ***Student Fees Policy***

This student fees policy has been adopted by the Board of Directors in compliance with the provisions of Article IX, section 5 of the California Constitution, and Assembly Bill 1575 ("AB 1575") (effective January 1, 2013), which prohibit the charging of any student fees for participation in an educational activity at a public school. This Policy applies to Audeo Charter School [II](#), [Audeo Charter School III](#), [Audeo Valley Charter School](#), [Grossmont Secondary School](#), and [Sweetwater Secondary School](#) ("Audeo" or "Charter School").

### **General Statement of Policy**

No student enrolled in Charter School shall be required to pay a student fee for participation in Charter School's educational activity unless specifically authorized by law.

#### **I. Definitions**

"Educational activity" means any activity offered by the Charter School that constitutes an integral fundamental part of a student's education, including, but not limited to, curricular and extracurricular activities.

"Pupil fee" means a fee, deposit, or other charge imposed on students, or a student's parents or guardians, in violation of Section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers. Pursuant to Education Code section 49010, prohibited student fees include, but are not limited to, the following:

- (a) fees charged as a condition for registering for school or classes, or as a condition for participation in a class or any extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit;
- (b) a security deposit, or other payment, that a student is required to make to obtain a book, class apparatus, laptop, I-Pad, e-reader or other materials or equipment;
- (c) purchase that a pupil is required to make to obtain materials, supplies, equipment, or uniforms associated with an educational activity.

#### **II. Policy Against Unlawful Pupil Fees**

1. All supplies, materials, and equipment needed for students to participate in the Charter School's educational activities shall be provided to students by the school free of charge.
2. Charter School does not use a fee waiver policy to make any student fee permissible.
3. Charter School does not have a "two-tier" educational system. Students who purchase additional supplies not provided free-of-charge by Charter School, or students who make

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voluntary donations to the Charter School's programs and activities, are not provided a higher educational standard than students who do not.

4. Charter School does not offer course credit or privileges related to educational activities in exchange for money or donations of goods or services from a student, and Charter School does not remove course credit or privileges related to educational activities, or otherwise discriminate against any student who does not or will not provide money or donations of goods or services to the school.
5. No fees shall be charged for inter district transfers, tuition or diplomas, mandatory caps and gowns, or admissions charges, whether for instruction or extracurricular, if part of the educational program. A cap and gown will be provided free of charge by the Charter School to graduating students and must be returned to the Charter School after the Graduation ceremony. Charter School may solicit voluntary donations of funds from students and parents of students to help cover the cost of cap and gown, but all students are provided access to a cap and gown, regardless of student or parent donation. Alternatively, students have the option to purchase their own cap and gown, which does not need to be returned to Charter School after the graduation ceremony.

### III. Lawful Fees

These prohibitions shall not be interpreted to prohibit the imposition of a fee, deposit, or other charge otherwise allowed by law. (Education Code § 49011(e).) These include the following:

1. Charter School Reasonable fees [up to an amount not to exceed \$10,000] for the replacement of lost, damaged or unreturned school supplies, such as school ID cards, library books, laptops, iPads, e-readers, or library late return fees.
2. Fees for field trips and excursions in connection with courses of instruction or school related social, educational, cultural, as long as no student is prevented from making the field trip or excursion because of lack of sufficient funds. Charter School may solicit voluntary donations of funds or services from students and parents of students to help fund the field trips that are part of the curriculum, but all students may participate regardless of student or parent donation.
3. Fees for optional attendance as a spectator at a school sponsored activity
4. Charges for food served to students, subject to free and reduced price meal program eligibility and other restrictions specified in law.
5. Charges for medical or hospital insurance for field trips that is made available by the Charter School.
6. Fees for outdoor science school camp programs or cadet corps program, so long as no student is denied the opportunity to participate because of nonpayment of the fee.
7. Reimbursement for the direct cost of materials provided to a student for property the student has fabricated from such materials for his/her own possession and use, such as wood shop, art, or CTE projects kept by the student.

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8. Reimbursement for the actual cost of duplicating public records, student records, or a prospectus of the school curriculum. (Government Code § 6253; Education Code § 49091.14). There are two exceptions: First, no charge shall be made for furnishing up to two transcripts of former pupils' records or up to two verifications of various records of former pupils. (Education Code § 49065.) Second, if the cost would effectively prevent the parent of a special education pupil from exercising the right to receive copies of pupil records, the copies shall be reproduced at no cost.
9. Fees for transportation to and from school, and transportation between school and regional occupational centers, programs or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student and provided there is a waiver provision based on financial need.
10. Fees for transportation of pupils to places of summer employment.
11. Tuition fees charged to pupils whose parents are actual and legal residents of an adjacent foreign country or an adjacent state.
12. Tuition fees collected from foreign students attending Charter School pursuant to an F-1 visa, equal to the full unsubsidized per capita cost of providing education during the period of attendance.
13. Fees for an optional fingerprinting program for kindergarten or other newly enrolled students, if the fee does not exceed the actual costs associated with the program.
14. Fees for community classes in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the community classes.
15. Charges for eye safety devices for a student to keep, at a price not to exceed the school's actual costs, so long as the school provides them free for use in specified courses or activities in which students are engaged in, or are observing, an activity or the use of hazardous substances likely to cause injury to the eyes.
16. Fees for Advanced Placement and International Baccalaureate Diploma examinations for college credit, so long as (1) taking the exam is not a course requirement and (2) the exam results have no impact on a pupil's grade or credit in a course. An LEA may fund all or part of the cost of the AP test fee for an economically disadvantaged high school pupil or the IB test fee for a low- or middle-income pupil.
17. Fees for After School Education and Safety Programs, so long as no eligible student is denied the ability to participate because of an inability to pay the fee.

Fees for childcare and development services, except that no fees shall be assessed to students enrolled in the program for severely disabled children as stated in Education Code § 8250(d) or families receiving CalWORKS cash aid. Fees for state preschool, except that no family fees shall be assessed to students placed in state preschool by an IEP or families receiving CalWORKS cash aid. (Education Code §§ 8239, 8259(d)(3), 8263(g), (h), 8265, 8447(g), 5600.) Fees for supervision of children before and after school, except that no child who desires to participate shall be denied the opportunity to participate because of inability to pay the fee. (Education Code §§ 8487 and 8488.)

#### IV. Voluntary Contributions

Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or Charter School and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

Pupils, parents, and guardians are still encouraged (though not required) to make voluntary contributions or donations of time, money, or property and to participate in fund raising activities. Pupils may be encouraged to participate in fundraising activities through prizes or other recognition for voluntary participation.

#### V. Notice

Students and parents of students will be provided a copy of this policy at the start of each school year as part of Charter School 's Student and Parent Handbook.

#### VI. Complaint and Remedy Procedures

Students, parents or guardians who believe they are being charged an impermissible pupil fee should contact the Executive Director or designee, or file a complaint pursuant to Charter School's Uniform Complaint Procedures Policy ("UCP") set forth in Student and Parent Handbook. As outlined in the UCP, complaints related to school fees may be made anonymously. Pupil fee complaints shall be filed not later than one year from the date the alleged violation occurred.

In the event Charter School finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, Charter School shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by Charter School to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board. Under 5 CCR § 4600(u), "reasonable efforts" means a public school's good faith attempts to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint, as follows:

- (1) Reasonable efforts to identify pupils who paid a pupil fee include but are not limited to researching existing school records, contacting pupils who were enrolled in or participating in the educational activity during the time the pupil fee was charged, and considering submissions of proof of payment of the pupil fee.
- (2) Reasonable efforts to fully reimburse all pupils, parents and guardians who paid a pupil fee include but are not limited to crediting the pupil's school financial account and sending reimbursement by first class mail to the pupil's last known primary address as contained in school or local educational agency records. If the school has knowledge that a pupil's last known address as contained in school or local educational agency records is no longer valid, the school may attempt to obtain a more recent address from any notices returned to the school or local educational agency by the United States Postal Service.

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**Suicide Prevention Policy**

The Governing Board of Sweetwater Secondary School ("Charter School") recognizes that suicide is a major cause of death among youth and should be taken seriously. In order to attempt to reduce suicidal behavior and its impact on students and families, the Governing Board has developed prevention strategies and intervention procedures.

The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and post-vention.

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

**Prevention and Instruction**

Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the Charter School and is characterized by caring staff and harmonious interrelationships among students.

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

The Executive Director or designee may offer parents/guardians education or information which describes the severity of the youth suicide problem, the Charter School's suicide prevention efforts, risk factors and warning signs of suicide, basic steps for helping suicidal youth, reducing the stigma of mental illness, and/or school and community resources that can help youth in crisis. California Department of Education youth suicide prevention information can be found at: <http://www.cde.ca.gov/ls/cg/mh/suicideprevres.asp>

This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School Web page.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. If offered or included in the Charter School's instructional curriculum, suicide prevention instruction shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide.
2. Identify alternatives to suicide and develop coping and resiliency skills.
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent.

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4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking mental health, substance abuse, gender identity, or other support services.

### **Staff Development**

Suicide prevention training for staff may be designed to help staff identify and find help for students at risk of suicide. Materials approved by the Charter School for training shall include how to identify appropriate mental health services, at school facilities and within the larger community, and when and how to refer youth and their families to those services. The training may be offered under the discretion of the Executive Director and/or Governing Board and/or in cooperation with one or more community mental health agencies and may include information on:

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1. Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance abuse problems, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors.
2. Warning signs that may indicate suicidal intentions, including changes in students' appearance, personality, or behavior.
3. Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health.
4. School and community resources and services for students and families in crisis and ways to access them.
5. Charter School procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide.

### **Intervention and Emergency Procedures**

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly notify the Executive Director or designee. The Executive Director or designee shall then notify the student's parent/guardian as soon as possible and may also refer the student to mental health resources at the Charter School or in the community.

When a suicide attempt or threat is reported, the Executive Director or designee shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
  - a. Securing immediate medical treatment if a suicide attempt has occurred;
  - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
  - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.



2. Designate specific individuals to be promptly contacted, for example the school counselor, psychologist, nurse, Executive Director, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies.

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3. Document the incident in writing as soon as feasible.

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4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.

5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the school.

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

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

Students shall be encouraged through the education program and in school activities to notify a teacher, Executive Director, another school administrator, psychologist, school counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

#### **Employee Qualifications and Scope of Services**

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

A complete copy of the Suicide Prevention Policy is available on the school website.

### ***Education for Homeless Children and Youth Policy***

The Board of Directors of Audeo Charter School hereby adopts this Educational for Homeless and Youth Policy to apply to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School, hereafter collectively referred to as ("Charter School"). The Governing Board desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging State academic standards, are provided a free and appropriate public education, are not

stigmatized, or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

### **Definition of Homeless Children and Youth**

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

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

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

### **Charter School Liaison**

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

Rachel Thomas, Equity and Inclusion Officer  
10170 Huennekens Street, San Diego, CA 92121  
858-678-4818

The Charter School Liaison shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

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

- 4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
- 5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
- 6. Enrollment/admissions disputes are mediated in accordance with law, Charter School charter, and Board policy.
- 7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
- 8. Charter School personnel providing services receive professional development and other support.
- 9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
- 10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

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

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**Enrollment**

Charter School shall immediately admit/enroll the student for which the Charter School is a School of Origin. "School of Origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

Charter School shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy. A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

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The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of

homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Executive Director or designee shall refer the parent/guardian to the Charter School Liaison. The Charter School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student's school of origin for the entire period for which the youth is homeless. If a youth obtains permanent housing during an academic year, the youth will be permitted to remain in the school of origin through the end of the academic year.

### **Enrollment Disputes**

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy), pending final resolution of the dispute, including all available appeals. (42 U.S.C. § 11432(g)(3)(E).)

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the Charter School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The Charter School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

### **Comparable Services**

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in Charter School such as (42 U.S.C. § 11432(g)(4)):

- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in career and technical education
- Programs for gifted and talented students
- Charter School nutrition programs

### **Transportation**

In the event that Charter School provides transportation services to all Charter School students, Charter School shall provide comparable transportation services to each homeless child or youth attending Charter School, as noted above. (42 U.S.C. § 11432(g)(4).)

If the Charter School does not otherwise provide transportation services to all Charter School students, Charter School shall ensure that transportation is provided for homeless students to and from Charter School, at the request of the parent or guardian (or Charter School Liaison), if Charter School is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J).) Transportation

provided by Charter School will be adequate and appropriate for the Student's situation, but Charter School does not commit to any one method of transportation for all youth.

### **Professional Development**

All administrators, teachers and employees of Charter School will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. (42 U.S.C. § 11433(d)(3).) All identified or suspected homeless children and youth will be referred to the Charter School Liaison.

### **High School Graduation Requirements**

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

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

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

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

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

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

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

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

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

#### **Acceptance of Course Work**

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

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

#### **Notice**

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment and while the student is enrolled at the Charter School in alignment with the law. (42 U.S.C. § 11432(e)(3)(C).)

**Annual Policy Review**

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school.

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A copy of the complete board policy is available on the Charter School website.

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**Education for Foster and Mobile Youth Policy**

**Introduction**

The Board of Directors of Audeo Charter School hereby adopts this Educational for Foster and Mobile Youth Policy to apply to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School and Sweetwater Secondary School, hereafter collectively referred to as ("Charter School"). The Charter School recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School's educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in the Charter School's local control and accountability plan ("LCAP").

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**Definitions**

- "Foster youth" means a child who has been removed from their home pursuant to California Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
- "Former juvenile court school pupil" means a pupil who, upon completion of the pupil's second year of high school, transfers from a juvenile court school to the Charter School.
- "Child of a military family" refers to a student who resides in the household of an active duty military member.
- "Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. "Currently Migratory Child" includes a child who, without the parent/guardian, has

continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

- “Pupil participating in a newcomer program” means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.
- “Educational Rights Holder” (“ERH”) means a parent, guardian, responsible adult appointed by a court to make educational decisions for a minor pursuant to Welfare and Institutions Code sections 319, 361 or 726, or a person holding the right to make educational decisions for the pupil pursuant to Education Code section 56055.
- “School of origin” means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin.
- “Best interests” means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth’s access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

Within this Policy, foster/juvenile court youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be referred to collectively as “Foster and Mobile Youth.”

**Foster and Mobile Youth Liaison**

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to the Charter School, the Governing Board shall designate a Foster and Mobile Youth liaison. The Governing Board designates the following position as the Charter School’s liaison for Foster and Mobile Youth:

**Rachel Thomas**  
**Equity and Inclusion Officer**  
[rthomas@charterschool-sandiego.net](mailto:rthomas@charterschool-sandiego.net)

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The Foster and Mobile Youth Liaison shall be responsible for the following:

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of Foster and Mobile Youth.
2. Ensure proper transfer of credits, records, and grades when Foster and Mobile Youth transfer to or from the Charter School.
3. When a foster youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student within two (2) business days to obtain all academic and other records. The last school attended by the foster youth 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. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the Charter School.
4. When required by law, notify the foster youth's attorney and the appropriate representative of the county child welfare agency at least ten (10) calendar days preceding the date of the following:
  - a. An expulsion hearing for a discretionary act under the Charter School's charter.
  - b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster youth's attorney and the agency representative will be invited to participate.
  - c. A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's attorney and the agency representative will be invited to participate.
5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
6. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services.

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7. Develop protocols and procedures for creating awareness for Charter School staff, including but not limited to Administrator of Instructional Services, School Coordinator and Student Services Coordinator of the requirements for the proper enrollment, placement, and transfer of foster youth.
8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster youth.
9. Monitor the educational progress of foster youth and provide reports to the Equity and Inclusion Officer or designee and the Governing Board based on indicators identified in the Charter School's local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to Welfare and Institutions Code sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

### **School Stability and Enrollment**

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

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is their best interest. The Charter School will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking reenrollment in the Charter School as their school of origin.

A foster youth, currently migratory child, or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation or school uniform requirements (e.g. producing medical records or academic records from a previous school).

At the initial detention or placement, or any subsequent change in placement, a foster youth may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:

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

If the foster youth, currently migratory child or child of a military family is transitioning between school grade levels, the youth shall be allowed to continue in the district of origin in the same attendance area to provide the youth the benefit of matriculating with their peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the student be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from their school of origin, the Foster and Mobile Youth Liaison shall provide the foster youth and the foster youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.

If any dispute arises regarding a foster youth's request to remain in the Charter School as the foster youth's school of origin, the foster youth have the right to remain in the Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

### **Transportation**

The Charter School shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of

Title 20 of the United States Code, or unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, the Charter School shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the youth.

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status.

### **Effect of Absences on Grades**

The grades of a foster youth shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

- a. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date the student left school.
- b. A verified court appearance or related court-ordered activity.

### **Transfer of Coursework and Credits**

The Charter School shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school<sup>2</sup>, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed.

If the Foster and Mobile Youth did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that the student completed at another school unless the Charter School, in consultation with the student's ERH, finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course.

In no event shall the Charter School prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or

<sup>2</sup> For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.

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the University of California.

### **Applicability of Graduation Requirements**

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

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

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the ERH, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for the exemption. If the Charter School fails to provide timely notice of the availability of the exemption, the Foster and Mobile Youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the foster youth otherwise qualifies for the exemption.

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

The Equity and Inclusion Officer or designee shall notify a Foster and Mobile Youth and their ERH if the Charter School grants an exemption from the additional graduation requirements, how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution, and shall provide information about transfer opportunities available through the California Community Colleges.

A Foster and Mobile Youth who would otherwise be entitled to remain in attendance at the Charter School shall not be required to accept the exemption from additional graduation

requirements or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

If an eligible student is not exempted from additional graduation requirements or has previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student at any time if an exemption is requested by the youth and the youth qualifies for the exemption. Likewise, if the youth is exempted, the Charter School may not revoke the exemption.

If a Foster and Mobile Youth is exempted from additional graduation requirements pursuant to this section, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the Student eligible while he or she is enrolled in school or if the student transfers to another school, including a charter school, or school district.

The Charter School shall not require or request a Foster and Mobile Youth to transfer schools in order to qualify for an exemption from additional graduation requirements, and no Foster and Mobile Youth or any person acting on behalf of a Foster and Mobile Youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

Upon making a finding that a Foster and Mobile Youth is reasonably able to complete the Charter School's graduation requirements within the student's fifth year of high school, the Equity and Inclusion Officer or designee shall:

1. Inform the student and the student's ERH of the student's option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Inform the student and the student's ERH how remaining in school for a fifth year will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Upon agreement with the student or, if the student is under 18 years of age, the ERH, permit the student to stay in school for a fifth year to complete the Charter School's graduation requirements.

If a juvenile court youth satisfies the requirements for high school graduation while enrolled

at a juvenile court school but has elected to decline the issuance of the diploma for the purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from enrolling in the Charter School and pursuing additional coursework if requested by the youth or by the youth's ERH.

**Eligibility for Extracurricular Activities**

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

**Waiver of Fees for Afterschool Programs**

The Charter School shall not charge any student who the Charter School knows is currently in foster care any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

**Student Records**

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

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

**Complaints of Noncompliance**

Complaints of noncompliance with this Policy shall be governed by the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request.

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**Availability of Complete Policy**

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For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available on the school website.

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## **Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation, and Education**

### **A. SECTION 504 POLICY**

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The Board of Directors of Audeo Charter School hereby adopts the Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation and Education to apply to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont Secondary School, and Sweetwater Secondary School hereafter collectively referred to as ("Charter School"). The Governing Board of the Charter School recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education and its legal responsibility to ensure that "no qualified person with a disability shall, solely by reason of their disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." This Policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a free, appropriate public education ("FAPE").

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities Education Act Improvement Act of 2004 ("IDEA").

The Charter School's Executive Director or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy's corresponding procedures.

A Section 504 Team will be convened to determine the student's need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable



about the Section 504 standards, the student's individual needs and school history, the meaning of evaluation data, and placement options. The student's parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law.

If Charter School does not assess a student after a parent has requested an assessment, the Charter School shall provide notice of the parent's/guardian's procedural safeguards. Charter School shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. Charter School shall periodically review the student's progress and placement.

The Charter School does not discriminate on the basis of disability, or any other characteristic protected under law. Charter School will implement this policy through its corresponding procedures.

## **B. SECTION 504 PROCEDURES**

### **A. Definitions**

1. **Academic Setting** – the regular, educational environment operated by Charter School.

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2. **Individual with a Disability under Section 504** – An individual who:

a. has a physical or mental impairment that substantially limits one or more major life activities;

b. has a record of such an impairment; or

c. is regarded as having such an impairment.

3. **Evaluation** – procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or

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procedures used with, all students in a school, grade, or class.

4. **504 Plan** – is a plan developed to identify and document the student’s needs for regular or special education and related aids and services for participation in educational programs, activities, and school–sponsored events.

5. **Free Appropriate Public Education (“FAPE”)** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.

6. **Major Life Activities** - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.

7. **Physical or Mental Impairment** –

a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or

b. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

8. **504 Coordinator** – The Special Education Coordinator shall serve as the Charter School’s Section 504 Coordinator. The parents or guardians may request a

Section 504 due process hearing from or direct any questions or concerns to the Section 504 Coordinator at (619) 393-2270.

9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

10. **Is regarded as having an impairment** - means

a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that they have been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

#### B. Referral, Assessment and Evaluation Procedures

1. Charter School will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.

2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student's file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504 Coordinator.

3. The Charter School has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who have or may have a disability are referred to the Section 504 Coordinator so that the assessment process is initiated.

4. The 504 Team convened by the Section 504 Coordinator will be composed of the student's parents/guardians and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.

5. The 504 Team shall promptly consider the referral and determine what

assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.

6. The 504 Team will consider the following information in its evaluation of the student:
  - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
  - b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
  - c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure.)
7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.
8. Mitigating measures cannot be considered when evaluating whether or not a student has a substantially limiting impairment. Mitigating measures could include medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications a student uses to eliminate or reduce the

effects of an impairment.

9. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.

10. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

#### C. 504 Plan

1. When a student is identified as having a disability within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a FAPE.

2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.

3. For each identified eligible student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the eligible student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.

4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.

5. The eligible student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The student shall be educated with students who are not disabled to the maximum extent appropriate to their individual needs.

6. The referral, assessment, evaluation, and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.

7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
8. If the 504 Team determines that the student has a disability but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a person with a disability under Section 504 and shall state the basis for the decision that no special services are presently needed.
9. The 504 Plan shall include a schedule for annual review of the student's needs and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
10. Charter School shall immediately implement a student's prior 504 Plan, when a student enrolls at the Charter School. Within thirty (30) calendar days of starting school, Charter School shall schedule a 504 Team meeting to review the existing 504 Plan. Charter School shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.

#### D. Review of the Student's Progress

1. The 504 Team shall monitor the progress of the eligible student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.
2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

#### E. Procedural Safeguards

1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:
  - Examine relevant records
  - Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
  - Have the right to file a Uniform Complaint pursuant to Charter School policy

- Seek review in federal court if the parents/guardians disagree with the hearing decision.

2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the following:

Kirsten Ramirez Henderson  
111 Fletcher Parkway, El Cajon, CA 92020  
(619)-393-2270  
khenderson@altuschools.net

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Notifications shall also advise that reimbursement for attorney's fees is available only as authorized by law.

3. The Executive Director or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with Charter School or any district within the El Dorado Charter SELPA or the San Diego County Office of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, the parent/guardian may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing their request for a hearing. A request for hearing should include:

- The specific decision or action with which the parent/guardian disagrees.
- The changes to the 504 Plan the parent/guardian seeks.
- Any other information the parent/guardian believes is pertinent.

5. Within five (5) calendar days of receiving the parent/guardian's request for a hearing, the Charter School may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and the Charter School. Alternative dispute resolution options include:

- Mediation by a neutral third party.

- Review of the 504 Plan by the Executive Director or designee.

6. Within ten (10) calendar days of receiving the parent/guardian's request, the Executive Director or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.

7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) calendar days may be extended for good cause or by mutual agreement of the parent/guardian and Executive Director.

8. The parent/guardian and the School shall be afforded the rights to:

- Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as having a disability under Section 504.

- Present written and oral evidence.

- Question and cross-examine witnesses.

- Receive written findings by the hearing officer.

9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.

10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.

11. Charter School shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

F. Suspension and Expulsion, Special Procedures for Students with Disabilities

Charter School shall follow the suspension and expulsion policy and procedures as set forth in the charter. A student who is qualified for services under Section 504 of the



Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. Charter School will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in accordance to due process to such students. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

#### 1. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's 504 Plan; and receive, as appropriate, a functional behavioral assessment ("FBA") and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

#### 2. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Charter School, the parent, and relevant members of the 504 Team shall review all relevant information in the student's file, including the child's 504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the 504 Plan.

If Charter School, the parent, and relevant members of the 504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If Charter School, the parent, and relevant members of the 504 Team make the determination that the conduct was a manifestation of the child's disability, the 504 Team shall:

- a. Conduct an FBA and implement a behavioral intervention plan ("BIP") for such child, provided that Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If the child has a BIP, review the BIP and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and Charter School agree to a change of placement as part of the modification of the BIP.

If Charter School, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

### 3. Appeals

The parent/guardian of a child with a disability under a 504 Plan who disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, either party may request to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and Charter School agree otherwise.

### 4. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. § 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. § 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's 504 Team.

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to the IDEA 2004 and who has violated Charter School's disciplinary procedures may assert the procedural safeguards granted under these Procedures only if Charter School had knowledge that the student had a disability before the behavior occurred.

Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to School Coordinator or the Administrator for Instructional Services, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or the special education teacher or the school coordinator, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the Special

Education Coordinator or to the School Coordinator or to the Administrator for Instructional Services.

If Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA 2004-eligible children with disabilities, including the right to stay-put.

If Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Charter School shall conduct an expedited evaluation if requested by the parent/guardian; however, the student shall remain in the education placement determined by Charter School pending the results of the evaluation.

Charter School shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

### **C. PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT**

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

1. Have your child take part in and receive benefits from public education programs without discrimination because of their disabling condition.
2. Have Charter School advise you of your rights under federal law.
3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have Charter School make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.

6. Have your child receive special education and related services if your child is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEA 2004).
7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.
8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by Charter School.
9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
11. Obtain a response from Charter School to reasonable requests for explanations and interpretations of your child's records.
12. Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading, or otherwise in violation of the privacy rights of your child. If Charter School refuses this request for amendment, the Charter School shall notify you within a reasonable time and advise you of your right to an impartial hearing.
13. Request mediation or file a grievance in accordance with Charter School's Section 504 mediation grievance and hearing procedures, outlined above.
14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
15. File a formal complaint pursuant to the Charter School's Uniform Complaint Policy and Procedures. Please ask the Executive Director for a copy of the Charter School's Uniform Complaint Policy and Procedures if you need one.
16. File a formal complaint with the U.S. Department of Education.

Office for Civil Rights, U.S. Department of Education  
San Francisco Office

50 United Nations Plaza  
San Francisco, CA 94102  
(415) 486-5555 PHONE  
(415) 486-5570 FAX  
Email: [OCR.SanFrancisco@ed.gov](mailto:OCR.SanFrancisco@ed.gov)

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17. Be free from any retaliation from Charter School for exercising any of these rights.

Please contact Kirsten Ramirez Henderson 504 Coordinator, (619) 393-2270 and at 111 Fletcher Parkway, El Cajon, CA 92020, with any questions regarding the information contained herein.

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A copy of the School's Section 504 policies and procedures is available upon request and on the school website.

**Special Education/Students with Disabilities/Child Find**

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

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact [Hayley Beaupre](#), School Coordinator at [\(858\) 249-7019](#).

**Education Records and Student Information Policy**

The Governing Board of [Sweetwater Secondary School \("Charter School"\)](#) hereby adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by Charter School.

**Definitions**

- "Education Record": An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by Charter School or by a party acting for Charter School. Such information includes, but is not limited to:

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1. Date and place of birth; parent and/or guardian's address, mother's maiden name and

where the parties may be contacted for emergency purposes;

2. Grades, test scores, courses taken, academic specializations and school activities;
3. Special education records;
4. Disciplinary records;
5. Medical and health records;
6. Attendance records and records of past schools attended; and/or
7. Personal information such as, but not limited to, a student's name, the name of a student's parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

1. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
  2. Records maintained by a law enforcement unit of Charter School that were created by that law enforcement unit for the purpose of law enforcement;
  3. In the case of a person who is employed by Charter School but not in attendance at Charter School, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee and are not available for any other purpose;
  4. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at Charter School;
  5. Records that only contain information about an individual after the individual is no longer a student at Charter School; or
  6. Grades on peer-graded papers before they are collected and recorded by a teacher.
- *"Personally Identifiable Information"*: Personally identifiable information ("PII") is information about a student that is contained in their education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). PII includes, but is not limited to: a student's name; the name of a student's parent

or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who Charter School reasonably believes knows the identity of the student to whom the education record relates.

- *"Directory Information"*: Charter School may disclose the PII that it has designated as directory information, consistent with the terms of the annual notice provided by Charter School pursuant to the FERPA (20 U.S.C. § 1232g). Charter School has designated the following information as directory information:
  1. Student's name
  2. Student's address
  3. Parent/guardian's address
  4. Telephone listing
  5. Student's electronic mail address
  6. Parent/guardian's electronic mail address
  7. Photograph
  8. Date and place of birth
  9. Dates of attendance
  10. Grade level
  11. Degrees, honors, and awards received
  12. The most recent educational agency or institution attended
  13. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)
- *"Parent"*: Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- *"Eligible Student"*: Eligible student means a student who has reached eighteen (18) years of age.
- *"School Official"*: A school official is a person employed by Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of Charter School . A school official also may include a volunteer for Charter School or an independent contractor of Charter School or other party who performs an institutional service or function for which Charter School would otherwise use its own employees and who is under the direct control of Charter School with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks.



- *“Legitimate Educational Interest”*: A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

### **Disclosure Of Directory Information**

At the beginning of each school year, Charter School shall provide parents and eligible students with a notice containing the following information: 1) The type of PII it designates as directory information; 2) The parent’s or eligible student’s right to require that Charter School not release “directory information” without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify Charter School in writing of the categories of “directory information” that it may not disclose without the parent’s or eligible student’s prior written consent. Charter School will continue to honor a valid request to opt out of the disclosure of a former student’s directory information made while the former student was in attendance unless the student rescinds the opt out request.

### **Annual Notification To Parents And Eligible Students**

At the beginning of each school year, in addition to the notice required for directory information, Charter School shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student’s education records;
2. Seek amendment of the student’s education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student’s privacy rights;
3. Consent to disclosures of PII contained in the student’s education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by Charter School to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that Charter School forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends

to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and

4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

### **Parental And Eligible Student Rights Relating To Education Records**

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Executive Director. Within five (5) business days, Charter School shall comply with the request.

#### **1. Copies of Education Records**

Charter School will provide copies of requested documents within five (5) business days of a written request for copies. Charter School may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

#### **2. Request for Amendment to Education Records**

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Executive Director to correct or remove any information in the student's education record that is any of the following:

- a. Inaccurate.
- b. Misleading.
- c. In violation of the privacy rights of the student.

Charter School will respond within thirty (30) days of the receipt of the request to amend. Charter School's response will be in writing and if the request for amendment is denied, Charter School will set forth the reason for the denial and inform the parent or eligible student of their right to a hearing challenging the content of the education record.

If the Executive Director sustains any or all of the allegations, the Executive Director must order the correction or the removal and destruction of the information. The Executive Director or designee must then inform the parent or eligible student of the amendment in writing.

#### **3. Hearing to Challenge Education Record**

If Charter School denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that the parent or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release

information from the student's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- a. The Administrator of Instructional Services, School Coordinator, or designee of a public school other than the public school at which the record is on file;
- b. A certificated Charter School employee; and
- c. A parent appointed by the Executive Director or by the Board Chair, depending upon who convenes the panel.

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The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by Charter School to the parent or eligible student no later than twenty (20) days before the hearing.

The Administrator for Instructional Services or designee of a public school will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney. The decision of the Board Chair or Executive Director or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, Charter School's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, Charter School decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, Charter School decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of Charter School, or both. If Charter School places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

#### **Disclosure Of Education Records And Directory Information**

Charter School must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and Charter School shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

Charter School will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. Charter School must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, Charter School will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

1. Charter School will disclose education records, without prior written consent of the parent or eligible student, to the following parties:
2. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations ("C.F.R.") Part 99;
3. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
4. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
5. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
6. Organizations conducting certain studies for Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
7. Accrediting organizations in order to carry out their accrediting functions;
8. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
9. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;

Field Code Changed

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

#### **Record Keeping Requirements**

Charter School will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of Charter School in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of Charter School and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, Charter School officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents and eligible students, Charter School officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of Charter School.

Student cumulative records may not be removed from the premises of Charter School, unless the individual removing the record has a legitimate educational interest, and is authorized by the Executive Director, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the Charter School premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off

premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.).

### **Complaints**

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

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202-5920

### **Record Retention**

Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations ("CCR") sections 431 through 438, per the following:

- *"Mandatory Permanent Student Records"*: must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
  1. Legal name of student
  2. Date of birth
  3. Method of verification of birth date
  4. Sex of student
  5. Place of birth
  6. Name and address of parent of minor student
  7. Address of minor student if different than above
  8. An annual verification of the name and address of the parent and the residence of the student
  9. Entering and leaving date of each school year and for any learning periods or courses taken during each year, half year, summer or quarter
  10. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
  11. Verification of or exemption from required immunizations
  12. Date of high school graduation or equivalent

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled or intends to enroll. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

- *"Mandatory Interim Student Records"*: Must be maintained until judged to be disposable defined as "when the student leaves the charter school or when their usefulness ceases." These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:

1. A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible student, or a dependent adult student, or an adult student, or the custodian of records.
2. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
3. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
4. Language training records
5. Progress slips and/or notices
6. Parental restrictions regarding access to directory information or related stipulations.
7. Parental or adult student rejoinders to challenged records and to disciplinary action
8. Parental authorizations or prohibitions of student participation in specific programs
9. Results of standardized tests administered within the preceding three years

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled or intends to enroll. If the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

- *"Permitted Student Records"*: may be maintained and may be destroyed when their usefulness ceases or after six (6) months following the student's completion or withdrawal from school. These records are defined as:
  1. Objective counselor and/or teacher ratings
  2. Standardized test results older than three years
  3. Routine discipline data
  4. Verified reports of relevant behavioral patterns
  5. All disciplinary notices
  6. Attendance records not covered in the 5 CCR § 400

Permitted student records may be forwarded upon a request by a public or private school in which a student is enrolling. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

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A copy of the complete Policy is available on the school website.

**Professional Boundaries: Staff/Student Interaction Policy**

The Board of Directors of Audeo Charter School, hereby adopts this Staff/Student Interaction Policy to apply to Audeo Charter School II, Audeo Charter School III, Audeo Valley Charter School, Grossmont

**Deleted:** .

**Deleted:** Audeo Charter School (1) and Charter School of San Diego

Secondary School, and Sweetwater Secondary School, hereafter collectively referred to as “Charter School.”

The Governing Board recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

## **I. PURPOSE AND SCOPE**

It is the purpose of this policy to provide additional specificity to the standards of conduct embodied in the Charter School code of ethics-related rules and regulations so that staff members clearly understand the prohibitions and behavior boundaries which must govern their conduct towards students. (For purposes of this Policy, staff includes all school employees—certificated or classified; coaches or advisors; full-time or part-time, and independent contractors and volunteers).

The rules of conduct set forth in this Policy are not intended to serve as an exhaustive delineation of requirements, limitations, or prohibitions on staff conduct and activities established by this school. Rather, the components of this Policy serve to:

- (1) Alert staff about some of the more sensitive and often problematic matters involved in faculty/staff student relationships.
- (2) Specify boundaries related to potentially sexual situations and conduct—the crossing of which is contrary to accepted norms of behavior and in conflict with the duties and responsibilities of staff.
- (3) Provide staff members with clear guidance in conducting themselves in a manner that reflects high standards of professionalism. (It is important for Charter School to maintain a school-wide culture in which students and staff understand their responsibilities to report sexual misconduct without fearing that school leaders will betray them if they do. In order to prevent sexual abuse and exploitation, students and staff must know that the administration will investigate reports about possible misconduct.)
- (4) Clarify that improper action will have significant consequences.
- (5) Provide an environment that empowers students to identify actions that appear to have crossed boundaries.
- (6) Define the process that Charter School will use for addressing potential improper conduct.
- (7) Preserve student and staff privacy rights during any pending investigation.

## **II. BACKGROUND AND GENERAL POLICY PROVISIONS**

Actions by staff members that are inconsistent or in conflict with the values established by Charter School can harm students, staff members, and the school’s operation; therefore, such actions are unacceptable. It is the policy of this school that all school staff conduct themselves at all times in a manner that reflects the ethical standards consistent with the rules contained in this Policy and otherwise proclaimed by this school.



The provisions herein are intended to guide all Charter School staff members toward conduct that reflects the high standards of behavior and professionalism required of school staff while defining interaction boundaries between students and staff members.

Misconduct by a staff member disrupt the education of other students, sidetrack the instructional focus of the school, and harm the school's legitimacy—all of which threaten the school's future ability to recruit skilled professionals and maintain a credible operation in the eyes of the community. It is critical that staff members study this Policy thoroughly and behave in ways to avoid even the appearance of misconduct.

While all boundaries and/or situations cannot be addressed in a single policy, the issues delineated herein are among those that can be most problematic for staff members and among those that can have the greatest potential for a negative impact on this school and its community. Staff members should seek guidance in their daily conduct from established policies, procedures, and directives as well as through the guidance and recommendations of school leadership. Although this Policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders.

### **III. BOUNDARIES**

#### **A. Boundaries Defined**

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

#### **B. Acceptable and Unacceptable Behavior**

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

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this Policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all staff study this Policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of implementing "personalized, education programs to facilitate student achievement," student/staff interaction has boundaries regarding the activities, locations, and intentions.

#### **Unacceptable Staff/Student Behaviors (Violations of this Policy)**

This list, and any subsequent lists, are not meant to be all-inclusive, but, rather illustrative of the types of behavior addressed by this Policy.

1. Giving gifts to an individual student that are of a personal and intimate nature.
2. Kissing of ANY kind.
3. Any type of unnecessary physical contact with a student in a private situation.

4. Intentionally being alone with a student away from the school.
5. Making, or participating in, sexually inappropriate comments.
6. Sexual jokes, or jokes/comments with sexual double-entendre.
7. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
8. Listening to or telling stories that are sexually oriented.
9. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
10. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

**Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission**

1. Giving students a ride to/from school or school activities without parent permission (only in “emergency” situations).
2. Being alone in a room with a student.
3. Allowing students in your home.

**Cautionary Staff/Student Behaviors**

1. Remarks about the physical attributes or physiological development of anyone.
2. Excessive attention toward a particular student.
3. Sending e-mails, text messages, social media responses, or letters to students if the content is not about school activities.

**Acceptable and Recommended Staff/Student Behaviors**

1. Getting parents’ written consent for any after-school activity on or off campus (exclusive of tutorials).
2. Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions.
3. E-mails, text-messages, phone conversations, and other communications to and with students must be professional and pertain to school activities or classes. (Communication should be initiated via school-based technology and equipment.)
4. Keeping reasonable space between you and your students.
5. Stopping and correcting students if they cross your own personal boundaries.
6. Keeping parents informed when a significant issue develops about a student.
7. Keeping all discussions with students professional.
8. Asking for advice from senior staff or administrators if you find yourself in a difficult situation related to boundaries.
9. Involving your supervisor if conflict arises with a student.

10. Informing your supervisor and/or Support Team (coordinators and directors) about situations that have the potential to become more severe.
11. Making detailed notes about an incident that could evolve into a more serious situation later.
12. Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers.
13. Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator).
14. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student.
15. Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high-five's, and handshakes are appropriate.
16. Keeping your professional conduct a high priority during all moments of student contact.
17. Asking yourself if any of your actions which go contrary to these provisions are worth sacrificing your job and career.

#### **IV. CORPORAL PUNISHMENT**

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

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

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
  1. Stopping a student from fighting with another student;
  2. Preventing a pupil from committing an act of vandalism;
  3. Defending yourself from physical injury or assault by a student;
  4. Forcing a pupil to give up a weapon or dangerous object;
  5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
  6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
- B. Examples of PROHIBITED actions (corporal punishment)

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

#### **V. Reporting**

When any staff member, parent, or student becomes aware of a staff member having crossed the boundaries specified in this Policy, they should report the occurrence or suspected occurrence to a supervisor and/or Support Team member promptly. All reports shall be confidential. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Staff must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse. Please note that employees of the Charter School are mandated reporters under California state law, and are thus legally bound to report suspected abuse or neglect of a student.

#### **VI. Investigating**

A supervisor and/or Support Team member will promptly investigate and document the investigation of any allegation of inappropriate conduct per this Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s), including any potential witnesses, to the extent practical and appropriate under the law. The investigating supervisor shall promptly notify the Administrator of Instructional Services that an investigation is in progress; the Administrator of Instructional Services, in turn, shall notify the Executive Director of the existence and status of any investigations. Upon completion of any such investigations, the Administrator of Instructional Services shall direct the investigating administrator to report to the Executive Director any conclusions reached. The investigating administrator may consult with Charter School legal counsel, as appropriate, prior to, during, and after conducting any investigation.

#### **VII. Consequences**

Staff members who have violated this Policy will be subject to appropriate disciplinary action, and, where appropriate, will be reported to authorities for potential legal action.

#### **VIII. Training**

This document shall be discussed with and acknowledged by all Charter School employees as part of their initial employment and again, on an annual basis, as part of on-going training for all Charter School employees. A copy of this acknowledgement will be placed into each Charter School employee's personnel folder. In addition, appropriate portions of this Policy and related information will be incorporated into on-going Charter School communications thrust to underscore the continuing importance that Charter School places on student/staff interaction.

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**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM**  
Reporting Period: **Second Interim**

Charter School Name: **Audeo Charter School II**  
(continued)  
CDS #: **37-10371-0134577**  
Charter Approving Entity: **San Diego COE**  
County: **San Diego**  
Charter #: **1835**  
Fiscal Year: **2021/22**

This charter school uses the following basis of accounting:

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Adopted Budget - July 1			Actuals as of January 31, 2022			Second Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
A. REVENUES										
1. LCFF Sources										
State Aid - Current Year	8011	3,234,221.00		3,234,221.00	1,756,308.00		1,756,308.00	2,516,903.00		2,516,903.00
Education Protection Account State Aid - Current Year	8012	60,532.00		60,532.00	29,794.00		29,794.00	46,986.00		46,986.00
State Aid - Prior Years	8019			-			-			-
Transfers to Charter Schools in Lieu of Property Taxes	8096			-			-			-
Other LCFF Transfers	8091, 8097			-			-			-
Total, LCFFSources		3,294,753.00	-	3,294,753.00	1,786,102.00	-	1,786,102.00	2,563,889.00	-	2,563,889.00
2. Federal Revenues										
Every Student Succeeds Act (Title I - V)	8290		67,136.00	67,136.00		16,320.00	16,320.00		58,530.00	58,530.00
Special Education - Federal	8181, 8182		30,500.00	30,500.00		-	-		183,567.00	183,567.00
Child Nutrition - Federal	8220			-			-			-
Donated Food Commodities	8221			-			-			-
Other Federal Revenues	8110, 8260-8299		232,555.00	232,555.00		85,594.00	85,594.00		314,020.00	314,020.00
Total, Federal Revenues		-	330,191.00	330,191.00	-	101,914.00	101,914.00	-	556,117.00	556,117.00
3. Other State Revenues										
Special Education - State	StateRevSE		236,823.00	236,823.00		113,147.00	113,147.00		212,438.00	212,438.00
All Other State Revenues	StateRevAO	61,244.00	353,164.00	414,408.00	34,729.00	196,123.00	230,852.00	52,537.00	566,212.00	618,749.00
Total, Other State Revenues		61,244.00	589,987.00	651,231.00	34,729.00	309,270.00	343,999.00	52,537.00	778,650.00	831,187.00
4. Other Local Revenues										
All Other Local Revenues	LocalRevAO	33,500.00		33,500.00	20,886.00		20,886.00	32,000.00		32,000.00
Total, Local Revenues		33,500.00	-	33,500.00	20,886.00	-	20,886.00	32,000.00	-	32,000.00
5. TOTAL REVENUES										
		3,389,497.00	920,178.00	4,309,675.00	1,841,717.00	411,184.00	2,252,901.00	2,648,426.00	1,334,767.00	3,983,193.00
B. EXPENDITURES										
1. Certificated Salaries										
Certificated Teachers' Salaries	1100	788,901.00	348,448.00	1,137,349.00	266,636.00	359,971.00	626,607.00	486,344.00	652,671.00	1,139,015.00
Certificated Pupil Support Salaries	1200	74,742.00	55,245.00	129,987.00	33,891.00	48,446.00	82,337.00	64,544.00	82,923.00	147,467.00
Certificated Supervisors' and Administrators' Salaries	1300	65,597.00	13,439.00	79,036.00	32,633.00	11,351.00	43,984.00	61,010.00	20,563.00	81,573.00
Other Certificated Salaries	1900	3,404.00	116,798.00	120,202.00	219.00	33,568.00	33,787.00	33,319.00	42,504.00	75,823.00
Total, Certificated Salaries		932,644.00	533,930.00	1,466,574.00	333,379.00	453,336.00	786,715.00	645,217.00	798,661.00	1,443,878.00
2. Non-certificated Salaries										
Non-certificated Instructional Aides' Salaries	2100			-			-			-
Non-certificated Support Salaries	2200	20,508.00		20,508.00			-			-
Non-certificated Supervisors' and Administrators' Sal.	2300			-	10,049.00	-	10,049.00	22,609.00		22,609.00
Clerical and Office Salaries	2400	298,509.00		298,509.00	148,477.00	-	148,477.00	268,149.00		268,149.00
Other Non-certificated Salaries	2900	48,068.00	5,341.00	53,409.00	28,661.00	3,185.00	31,846.00	49,267.00	5,333.00	54,600.00
Total, Non-certificated Salaries		367,085.00	5,341.00	372,426.00	187,187.00	3,185.00	190,372.00	340,025.00	5,333.00	345,358.00
3. Employee Benefits										
STRS	3101-3102	153,374.00	94,770.00	248,144.00	56,408.00	76,704.00	133,112.00	109,171.00	135,133.00	244,304.00
PERS	3201-3202	75,868.00	1,224.00	77,092.00	42,884.00	730.00	43,614.00	77,899.00	1,222.00	79,121.00
OASDI / Medicare / Alternative	3301-3302	41,191.00	8,565.00	49,756.00	19,053.00	6,823.00	25,876.00	35,210.00	12,051.00	47,261.00
Health and Welfare Benefits	3401-3402	437,359.00	98,904.00	536,263.00	178,546.00	112,582.00	291,128.00	380,674.00	197,840.00	578,514.00
Unemployment Insurance	3501-3502	15,665.00	6,955.00	22,620.00	2,603.00	2,283.00	4,886.00	4,950.00	3,996.00	8,946.00
Workers' Compensation Insurance	3601-3602	14,544.00	6,053.00	20,597.00	5,867.00	5,139.00	11,006.00	11,020.00	9,028.00	20,048.00
OPEB, Allocated	3701-3702			-			-			-
OPEB, Active Employees	3751-3752			-			-			-
Other Employee Benefits	3901-3902			-			-			-
Total, Employee Benefits		738,001.00	216,471.00	954,472.00	305,361.00	204,261.00	509,622.00	618,924.00	359,270.00	978,194.00
4. Books and Supplies										
Approved Textbooks and Core Curricula Materials	4100	12,000.00		12,000.00	-	5,338.00	5,338.00	6,870.00	9,469.00	16,339.00
Books and Other Reference Materials	4200	2,600.00	1,000.00	3,600.00	-	290.00	290.00	4,793.00	1,497.00	6,290.00
Materials and Supplies	4300	53,620.00	38,052.00	91,672.00	27,013.00	2,486.00	29,499.00	67,242.00	32,240.00	99,482.00
Noncapitalized Equipment	4400	27,510.00	2,490.00	30,000.00	1,092.00	4,144.00	5,236.00	23,536.00	8,200.00	31,736.00
Food	4700	6,000.00		6,000.00			-		6,000.00	6,000.00
Total, Books and Supplies		101,730.00	41,542.00	143,272.00	28,105.00	12,258.00	40,363.00	102,441.00	57,406.00	159,847.00
5. Services and Other Operating Expenditures										
Subagreements for Services	5100			-			-	-	-	-
Travel and Conferences	5200	15,116.00	3,813.00	18,929.00	5,223.00	3,548.00	8,771.00	30,176.00	4,403.00	34,579.00
Dues and Memberships	5300	17,410.00		17,410.00	8,969.00		8,969.00	12,969.00		12,969.00
Insurance	5400	26,485.00	58.00	26,543.00	22,748.00	60.00	22,808.00	26,748.00	60.00	26,808.00
Operations and Housekeeping Services	5500	66,600.00	12,000.00	78,600.00	9,995.00	20,273.00	30,268.00	36,714.00	42,005.00	78,719.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	334,805.00	1,500.00	336,305.00	190,022.00	2,425.00	192,447.00	330,129.00	5,472.00	335,601.00
Transfers of Direct Costs	5700-5799			-	-	-	-	-	-	-
Professional/Consulting Services and Operating Expend.	5800	310,607.00	120,469.00	431,076.00	99,368.00	135,489.00	234,857.00	169,920.00	362,515.00	532,435.00
Communications	5900	45,599.00	12,481.00	58,080.00	8,256.00	9,245.00	17,501.00	43,144.00	17,000.00	60,144.00
Total, Services and Other Operating Expenditures		816,622.00	150,321.00	966,943.00	344,581.00	171,040.00	515,621.00	649,800.00	431,455.00	1,081,255.00
6. Capital Outlay (Objects 6100-6170, 6200-6500 for modified accrual basis only)										
Land and Land Improvements	6100-6170			-			-			-
Buildings and Improvements of Buildings	6200			-			-			-
Books and Media for New School Libraries or Major Expansion of School Libraries				-			-			-
Equipment	6300			-			-			-
Equipment Replacement	6400			-			-			-
	6500			-			-			-
Depreciation Expense (for accrual basis only)	6900	188,650.00		188,650.00	100,512.00		100,512.00	172,294.00		172,294.00
Total, Capital Outlay		188,650.00	-	188,650.00	100,512.00	-	100,512.00	172,294.00	-	172,294.00

<b>7. Other Outgo</b>									
Tuition to Other Schools	7110-7143		-		-				-
Transfers of Pass-through Revenues to Other LEAs	7211-7213		-		-				-
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE		-		-				-
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO		-		-				-
All Other Transfers	7281-7299		-		-				-
Transfers of Indirect Costs	7300-7399	(21,974.65)	21,974.65		(10,868.00)	10,868.00		(38,250.00)	38,250.00
Debt Service:									
Interest	7438	1,854.00		1,854.00	1,365.00		1,365.00	2,774.00	
Principal (for modified accrual basis only)	7439			-			-		-
Total, Other Outgo		(20,120.65)	21,974.65	1,854.00	(9,503.00)	10,868.00	1,365.00	(35,476.00)	38,250.00
<b>8. TOTAL EXPENDITURES</b>									
		3,124,611.35	969,579.65	4,094,191.00	1,289,622.00	854,948.00	2,144,570.00	2,493,225.00	1,690,375.00
									4,183,600.00
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>									
		264,885.65	(49,401.65)	215,484.00	552,095.00	(443,764.00)	108,331.00	155,201.00	(355,608.00)
									(200,407.00)
<b>D. OTHER FINANCING SOURCES / USES</b>									
1. Other Sources	8930-8979			-	420,597.00		420,597.00	420,597.00	
2. Less: Other Uses	7630-7699			-			-		420,597.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			-			-	(276,941.00)	276,941.00
									-
4. TOTAL OTHER FINANCING SOURCES / USES		-	-	-	420,597.00	-	420,597.00	143,656.00	276,941.00
									420,597.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>									
		264,885.65	(49,401.65)	215,484.00	972,692.00	(443,764.00)	528,928.00	298,857.00	(78,667.00)
									220,190.00
<b>F. FUND BALANCE, RESERVES</b>									
1. Beginning Fund Balance									
a. As of July 1	9791	2,231,950.77	105,962.76	2,337,913.53	2,231,950.77	105,962.76	2,337,913.53	2,231,950.77	105,962.76
b. Adjustments to Beginning Balance	9793, 9795			-			-		-
c. Adjusted Beginning Balance		2,231,950.77	105,962.76	2,337,913.53	2,231,950.77	105,962.76	2,337,913.53	2,231,950.77	105,962.76
2. Ending Fund Balance, June 30 (E + F.1.c.)		2,496,836.42	56,561.11	2,553,397.53	3,204,642.77	(337,801.24)	2,866,841.53	2,530,807.77	27,295.76
									2,558,103.53
<b>Components of Ending Fund Balance (Modified Accrual Basis only)</b>									
a. Nonspendable									
Revolving Cash (equals object 9130)	9711			-			-		-
Stores (equals object 9320)	9712			-			-		-
Prepaid Expenditures (equals object 9330)	9713			-			-		-
All Others	9719			-			-		-
b. Restricted	9740			-			-		-
c. Committed									
Stabilization Arrangements	9750			-			-		-
Other Commitments	9760			-			-		-
d. Assigned									
Other Assignments	9780			-			-		-
e. Unassigned/Unappropriated									
Reserve for Economic Uncertainties	9789			-			-		-
Unassigned/Unappropriated Amount	9790			-			-		-
<b>3 Components of Ending Net Position (Accrual Basis only)</b>									
a. Net Investment in Capital Assets	9796	592,207.00		592,207.00	549,138.00		549,138.00	477,356.86	
b. Restricted Net Position	9797		56,561.11	56,561.11	(337,801.24)		(337,801.24)		27,295.76
c. Unrestricted Net Position	9791	1,904,629.42	-	1,904,629.42	2,655,504.77	-	2,655,504.77	2,053,450.91	-
									2,053,450.91
<b>Ending Fund Balance (must match to F2)</b>									
		2,496,836.42	56,561.11	2,553,397.53	3,204,642.77	(337,801.24)	2,866,841.53	2,530,807.77	27,295.76
									2,558,103.53

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM**  
Reporting Period: Second Interim

Charter School Name: Audeo Charter School II  
(continued)  
CDS #: 37-10371-0134577  
Charter Approving Entity: San Diego COE  
County: San Diego  
Charter #: 1835  
Fiscal Year: 2021/22

					2nd Interim vs. Adopted Budget Increase, (Decrease)	
Description	Object Code	7/1 Adopted Budget (X)	Actuals as of 01/31 (Y)	2nd Interim Budget (Z)	\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>A. REVENUES</b>						
1. LCFF/Revenue Limit Sources						
State Aid - Current Year	8011	3,234,221.00	1,756,308.00	2,516,903.00	(717,318.00)	-22.18%
Education Protection Account State Aid - Current Year	8012	60,532.00	29,794.00	46,986.00	(13,546.00)	-22.38%
State Aid - Prior Years	8019	-	-	-	-	
Transfers to Charter Schools Funding in Lieu of Property Taxes	8096	-	-	-	-	
Other LCFF Transfers	8091, 8097	-	-	-	-	
Total, LCFF Sources		3,294,753.00	1,786,102.00	2,563,889.00	(730,864.00)	-22.18%
2. Federal Revenues						
Every Student Succeeds Act (Title I-V)	8290	67,136.00	16,320.00	58,530.00	(8,606.00)	-12.82%
Special Education - Federal	8181, 8182	30,500.00	-	183,567.00	153,067.00	501.86%
Child Nutrition - Federal	8220	-	-	-	-	
Donated Food Commodities	8221	-	-	-	-	
Other Federal Revenues	8110, 8260-8299	232,555.00	85,594.00	314,020.00	81,465.00	35.03%
Total, Federal Revenues		330,191.00	101,914.00	556,117.00	225,926.00	68.42%
3. Other State Revenues						
Special Education - State	StateRevSE	236,823.00	113,147.00	212,438.00	(24,385.00)	-10.30%
All Other State Revenues	StateRevAO	414,408.00	230,852.00	618,749.00	204,341.00	49.31%
Total, Other State Revenues		651,231.00	343,999.00	831,187.00	179,956.00	27.63%
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	33,500.00	20,886.00	32,000.00	(1,500.00)	-4.48%
Total, Local Revenues		33,500.00	20,886.00	32,000.00	(1,500.00)	-4.48%
5. TOTAL REVENUES		4,309,675.00	2,252,901.00	3,983,193.00	(326,482.00)	-7.58%
<b>B. EXPENDITURES</b>						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	1,137,349.00	626,607.00	1,139,015.00	1,666.00	0.15%
Certificated Pupil Support Salaries	1200	129,987.00	82,337.00	147,467.00	17,480.00	13.45%
Certificated Supervisors' and Administrators' Salaries	1300	79,036.00	43,984.00	81,573.00	2,537.00	3.21%
Other Certificated Salaries	1900	120,202.00	33,787.00	75,823.00	(44,379.00)	-36.92%
Total, Certificated Salaries		1,466,574.00	786,715.00	1,443,878.00	(22,696.00)	-1.55%
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	-	-	-	-	
Non-certificated Support Salaries	2200	20,508.00	-	-	(20,508.00)	(100%)
Non-certificated Supervisors' and Administrators' Sal.	2300	-	10,049.00	22,609.00	22,609.00	New
Clerical and Office Salaries	2400	298,509.00	148,477.00	268,149.00	(30,360.00)	-10.17%
Other Non-certificated Salaries	2900	53,409.00	31,846.00	54,600.00	1,191.00	2.23%
Total, Non-certificated Salaries		372,426.00	190,372.00	345,358.00	(27,068.00)	-7.27%
3. Employee Benefits						
STRS	3101-3102	248,144.00	133,112.00	244,304.00	(3,840.00)	-1.55%
PERS	3201-3202	77,092.00	43,614.00	79,121.00	2,029.00	2.63%
OASDI / Medicare / Alternative	3301-3302	49,756.00	25,876.00	47,261.00	(2,495.00)	-5.01%
Health and Welfare Benefits	3401-3402	536,263.00	291,128.00	578,514.00	42,251.00	7.88%
Unemployment Insurance	3501-3502	22,620.00	4,886.00	8,946.00	(13,674.00)	-60.45%
Workers' Compensation Insurance	3601-3602	20,597.00	11,006.00	20,048.00	(549.00)	-2.67%
OPEB, Allocated	3701-3702	-	-	-	-	
OPEB, Active Employees	3751-3752	-	-	-	-	
Other Employee Benefits	3901-3902	-	-	-	-	
Total, Employee Benefits		954,472.00	509,622.00	978,194.00	23,722.00	2.49%

<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	12,000.00	5,338.00	16,339.00	4,339.00	36.16%
Books and Other Reference Materials	4200	3,600.00	290.00	6,290.00	2,690.00	74.72%
Materials and Supplies	4300	91,672.00	29,499.00	99,482.00	7,810.00	8.52%
Noncapitalized Equipment	4400	30,000.00	5,236.00	31,736.00	1,736.00	5.79%
Food	4700	6,000.00	-	6,000.00	-	0.00%
Total, Books and Supplies		143,272.00	40,363.00	159,847.00	16,575.00	11.57%
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	-	-	-	-	
Travel and Conferences	5200	18,929.00	8,771.00	34,579.00	15,650.00	82.68%
Dues and Memberships	5300	17,410.00	8,969.00	12,969.00	(4,441.00)	-25.51%
Insurance	5400	26,543.00	22,808.00	26,808.00	265.00	1.00%
Operations and Housekeeping Services	5500	78,600.00	30,268.00	78,719.00	119.00	0.15%
Rentals, Leases, Repairs, and Noncap. Improvements	5600	336,305.00	192,447.00	335,601.00	(704.00)	-0.21%
Transfers of Direct Costs	5700-5799	-	-	-	-	
Professional/Consulting Services and Operating Expend.	5800	431,076.00	234,857.00	532,435.00	101,359.00	23.51%
Communications	5900	58,080.00	17,501.00	60,144.00	2,064.00	3.55%
Total, Services and Other Operating Expenditures		966,943.00	515,621.00	1,081,255.00	114,312.00	11.82%
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 modified accrual basis only)</b>						
Land and Land Improvements	6100-6170	-	-	-	-	
Buildings and Improvements of Buildings	6200	-	-	-	-	
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	-	-	
Equipment	6400	-	-	-	-	
Equipment Replacement	6500	-	-	-	-	
Depreciation Expense (for accrual basis only)	6900	188,650.00	100,512.00	172,294.00	(16,356.00)	-8.67%
Total, Capital Outlay		188,650.00	100,512.00	172,294.00	(16,356.00)	-8.67%
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	-	-	-	-	
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-	-	
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-	-	
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-	-	
All Other Transfers	7281-7299	-	-	-	-	
Transfers of Indirect Costs	7300-7399	-	-	-	-	
Debt Service:						
Interest	7438	1,854.00	1,365.00	2,774.00	920.00	49.62%
Principal (for modified accrual basis only)	7439	-	-	-	-	
Total, Other Outgo		1,854.00	1,365.00	2,774.00	920.00	49.62%
<b>8. TOTAL EXPENDITURES</b>						
		4,094,191.00	2,144,570.00	4,183,600.00	89,409.00	2.18%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>						
		215,484.00	108,331.00	(200,407.00)	(415,891.00)	-193.00%



<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	-	420,597.00	420,597.00	420,597.00	New
2. Less: Other Uses	7630-7699	-	-	-	-	
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	-	-	-	-	
4. TOTAL OTHER FINANCING SOURCES / USES		-	420,597.00	420,597.00	420,597.00	New
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>						
		215,484.00	528,928.00	220,190.00	4,706.00	2.18%
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	2,337,913.53	2,337,913.53	2,337,913.53	-	0.00%
b. Adjustments/Restatements	9793, 9795	-	-	-	-	
c. Adjusted Beginning Fund Balance		2,337,913.53	2,337,913.53	2,337,913.53		
2. Ending Fund Balance, June 30 (E + F.1.c.)		2,553,397.53	2,866,841.53	2,558,103.53		
<b>Components of Ending Fund Balance (Modified Accrual Basis)</b>						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	-	-	-	-	
Stores (equals object 9320)	9712	-	-	-	-	
Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	
All Others	9719	-	-	-	-	
b. Restricted	9740	-	-	-	-	
c. Committed						
Stabilization Arrangements	9750	-	-	-	-	
Other Commitments	9760	-	-	-	-	
d. Assigned						
Other Assignments	9780	-	-	-	-	
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	-	-	-	-	
Unassigned/Unappropriated Amount	9790	-	-	-	-	
<b>3 Components of Ending Net Position (Accrual Basis only)</b>						
a. Net Investment in Capital Assets	9796	592,207.00	549,138.00	477,356.86	(114,850.14)	-19.39%
b. Restricted Net Position	9797	56,561.11	(337,801.24)	27,295.76	(29,265.35)	-51.74%
c. Unrestricted Net Position	9790	1,904,629.42	2,655,504.77	2,053,450.91	148,821.49	7.81%
<b>Ending Fund Balance (must match to F2)</b>		2,553,397.53	2,866,841.53	2,558,103.53	4,706.00	

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**  
Reporting Period: Second Interim

Charter School Name: Audeo Charter School II  
(continued)  
CDS #: 37-10371-0134577  
Charter Approving Entity: San Diego COE  
County: San Diego  
Charter #: 1835  
Fiscal Year: 2021/22

This charter school uses the following basis of accounting:

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	FY 2021/22			Totals for 2022/23	Totals for 2023/24
		Unrestricted	Restricted	Total		
A. REVENUES						
1. LCFF Sources						
State Aid - Current Year	8011	2,516,903.00	0.00	2,516,903.00	2,669,752.00	2,870,816.00
Education Protection Account State Aid - Current Year	8012	46,986.00	0.00	46,986.00	49,020.00	50,920.00
State Aid - Prior Years	8019	0.00	0.00	0.00	0.00	0.00
Transfers of Charter Schools in Lieu of Property Taxes	8096	0.00	0.00	0.00	0.00	0.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00	0.00	0.00
Total, LCFF Sources		2,563,889.00	0.00	2,563,889.00	2,718,772.00	2,921,736.00
2. Federal Revenues						
Every Student Succeeds Act (Title I - V)	8290	0.00	58,530.00	58,530.00	58,530.00	58,530.00
Special Education - Federal	8181, 8182	0.00	183,567.00	183,567.00	23,250.00	24,000.00
Child Nutrition - Federal	8220	0.00	0.00	0.00	0.00	0.00
Donated Food Commodities	8221	0.00	0.00	0.00	0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	314,020.00	314,020.00	329,044.00	160,000.00
Total, Federal Revenues		0.00	556,117.00	556,117.00	410,824.00	242,530.00
3. Other State Revenues						
Special Education - State	StateRevSE	0.00	212,438.00	212,438.00	234,343.00	225,639.00
All Other State Revenues	StateRevAO	52,537.00	566,212.00	618,749.00	288,826.00	297,896.00
Total, Other State Revenues		52,537.00	778,650.00	831,187.00	523,169.00	523,535.00
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	32,000.00	0.00	32,000.00	33,000.00	33,600.00
Total, Local Revenues		32,000.00	0.00	32,000.00	33,000.00	33,600.00
5. TOTAL REVENUES						
		2,648,426.00	1,334,767.00	3,983,193.00	3,685,765.00	3,721,401.00
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	486,344.00	652,671.00	1,139,015.00	1,098,114.00	1,134,029.00
Certificated Pupil Support Salaries	1200	64,544.00	82,923.00	147,467.00	161,782.00	165,688.00
Certificated Supervisors' and Administrators' Salaries	1300	61,010.00	20,563.00	81,573.00	79,800.00	81,450.00
Other Certificated Salaries	1900	33,319.00	42,504.00	75,823.00	103,408.00	117,881.00
Total, Certificated Salaries		645,217.00	798,661.00	1,443,878.00	1,443,104.00	1,499,048.00
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	0.00	0.00	0.00	0.00	0.00
Non-certificated Support Salaries	2200	0.00	0.00	0.00	0.00	0.00
Non-certificated Supervisors' and Administrators' Sal.	2300	22,609.00	0.00	22,609.00	30,145.00	30,145.00
Clerical and Office Salaries	2400	268,149.00	0.00	268,149.00	120,913.00	128,023.00
Other Non-certificated Salaries	2900	49,267.00	5,333.00	54,600.00	13,464.00	13,464.00
Total, Non-certificated Salaries		340,025.00	5,333.00	345,358.00	164,522.00	171,632.00

Description	Object Code	FY 2021/22			Totals for 2022/23	Totals for 2023/24
		Unrestricted	Restricted	Total		
<b>3. Employee Benefits</b>						
STRS	3101-3102	109,171.00	135,133.00	244,304.00	275,633.00	286,318.00
PERS	3201-3202	77,899.00	1,222.00	79,121.00	42,940.00	46,512.00
OASDI / Medicare / Alternative	3301-3302	35,210.00	12,051.00	47,261.00	33,511.00	34,866.00
Health and Welfare Benefits	3401-3402	380,674.00	197,840.00	578,514.00	450,272.00	452,322.00
Unemployment Insurance	3501-3502	4,950.00	3,996.00	8,946.00	8,038.00	8,353.00
Workers' Compensation Insurance	3601-3602	11,020.00	9,028.00	20,048.00	18,005.00	18,712.00
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	0.00	0.00	0.00	0.00	0.00
Total, Employee Benefits		618,924.00	359,270.00	978,194.00	828,399.00	847,083.00
<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	6,870.00	9,469.00	16,339.00	12,996.00	13,386.00
Books and Other Reference Materials	4200	4,793.00	1,497.00	6,290.00	7,200.00	8,494.00
Materials and Supplies	4300	67,242.00	32,240.00	99,482.00	75,544.00	77,055.00
Noncapitalized Equipment	4400	23,536.00	8,200.00	31,736.00	19,380.00	20,260.00
Food	4700	0.00	6,000.00	6,000.00	6,180.00	6,365.00
Total, Books and Supplies		102,441.00	57,406.00	159,847.00	121,300.00	125,560.00
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	0.00	0.00	0.00	0.00	0.00
Travel and Conferences	5200	30,176.00	4,403.00	34,579.00	33,588.00	34,296.00
Dues and Memberships	5300	12,969.00	0.00	12,969.00	7,400.00	7,617.00
Insurance	5400	26,748.00	60.00	26,808.00	27,500.00	27,828.00
Operations and Housekeeping Services	5500	36,714.00	42,005.00	78,719.00	78,904.00	81,267.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	330,129.00	5,472.00	335,601.00	324,806.00	340,366.00
Transfers of Direct Costs	5700-5799	0.00	0.00	0.00	0.00	0.00
Professional/Consulting Services and Operating Expend.	5800	169,920.00	362,515.00	532,435.00	273,363.00	301,712.00
Communications	5900	43,144.00	17,000.00	60,144.00	24,790.00	27,515.00
Total, Services and Other Operating Expenditures		649,800.00	431,455.00	1,081,255.00	770,351.00	820,601.00
<b>6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)</b>						
Land and Land Improvements	6100-6170	0.00	0.00	0.00	0.00	0.00
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	0.00	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00	0.00	0.00
Equipment	6400	0.00	0.00	0.00	0.00	0.00
Equipment Replacement	6500	0.00	0.00	0.00	0.00	0.00
Depreciation Expense (for accrual basis only)	6900	172,294.00	0.00	172,294.00	172,859.00	70,957.00
Total, Capital Outlay		172,294.00	0.00	172,294.00	172,859.00	70,957.00
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00	0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00	0.00
All Other Transfers	7280-7299	0.00	0.00	0.00	0.00	0.00
Transfers of Indirect Costs	7300-7399	(38,250.00)	38,250.00	0.00	0.00	0.00
Debt Service:						
Interest	7438	2,774.00	0.00	2,774.00	941.00	450.00
Principal (for modified accrual basis only)	7439	0.00	0.00	0.00	0.00	0.00
Total, Other Outgo		(35,476.00)	38,250.00	2,774.00	941.00	450.00
<b>8. TOTAL EXPENDITURES</b>		2,493,225.00	1,690,375.00	4,183,600.00	3,501,476.00	3,535,331.00
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		155,201.00	(355,608.00)	(200,407.00)	184,289.00	186,070.00

Description	Object Code	FY 2021/22			Totals for 2022/23	Totals for 2023/24
		Unrestricted	Restricted	Total		
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	420,597.00	0.00	420,597.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(276,941.00)	276,941.00	0.00	0.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		143,656.00	276,941.00	420,597.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		298,857.00	(78,667.00)	220,190.00	184,289.00	186,070.00
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	2,231,950.77	105,962.76	2,337,913.53	2,558,103.53	2,742,392.53
b. Adjustments/Restatements	9793, 9795	0.00	0.00	0.00	0.00	0.00
c. Adjusted Beginning Balance		2,231,950.77	105,962.76	2,337,913.53	2,558,103.53	2,742,392.53
2. Ending Fund Balance, June 30 (E + F.1.c.)		2,530,807.77	27,295.76	2,558,103.53	2,742,392.53	2,928,462.53
<b>Components of Ending Fund Balance (Modified Accrual Basis)</b>						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	0.00	0.00	0.00		
Stores (equals object 9320)	9712	0.00	0.00	0.00		
Prepaid Expenditures (equals object 9330)	9713	0.00	0.00	0.00		
All Others	9719	0.00	0.00	0.00		
b. Restricted	9740		0.00	0.00		
c. Committed						
Stabilization Arrangements	9750	0.00	0.00	0.00		
Other Commitments	9760	0.00	0.00	0.00		
d. Assigned						
Other Assignments	9780	0.00	0.00	0.00		
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	0.00	0.00	0.00		
Unassigned/Unappropriated Amount	9790	0.00	0.00	0.00		
<b>3 Components of Ending Net Position (Accrual Basis only)</b>						
a. Net Investment in Capital Assets	9796	477,356.86	0.00	477,356.86	477,356.86	477,356.86
b. Restricted Net Position	9797	0.00	27,295.76	27,295.76		
c. Unrestricted Net Position	9791	2,053,450.91	0.00	2,053,450.91	2,265,035.67	2,451,105.67
<b>Ending Fund Balance (must match to F2)</b>		2,530,807.77	27,295.76	2,558,103.53	2,742,392.53	2,928,462.53

<b>Charter School Name:</b>	<b>Audeo Charter School II</b>
<b>CDS #:</b>	<b>37-10371-0134577</b>
<b>Charter Approving Entity:</b>	<b>San Diego COE</b>
<b>County:</b>	<b>San Diego</b>
<b>Charter #:</b>	<b>1835</b>
<b>Fiscal Year:</b>	<b>2021/22</b>

<b>Description</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>
ADA (Projected P-2)	234.93	245.10	254.60
Enrollment (Projected P-2)	248	258	268
CBEDS Enrollment	186	192	200
Unduplicated Count	95	99	103
UPP (Rolling)	51.08%	51.56%	51.50%
COLA	5.07%	2.48%	3.11%
LCFF Total	\$ 2,563,889	\$ 2,718,772	\$ 2,921,736
STRS Rate	16.92%	19.10%	19.10%
PERS Rate	22.91%	26.10%	27.10%
FICA	6.20%	6.20%	6.20%
Medi	1.45%	1.45%	1.45%
Unemployment	0.50%	0.50%	0.20%
Workers Comp	1.12%	1.12%	1.12%
Health & Welfare (monthly)	\$ 2,247	\$ 2,247	\$ 2,247

Charter School Name: Audeo Charter School II  
 CDS #: 37-10371-0134577  
 Charter Approving Entity: San Diego COE  
 County: San Diego  
 Charter #: 1835  
 Fiscal Year: 2021/22

### Cash Flow Worksheet 2021/22

		July	August	September	October	November	December	January	February	March	April	May	June	Accruals	TOTAL
Actual or Projected		Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Projected	Projected	Projected	Projected	Projected	Projected	
A. BEGINNING CASH	9110	1,860,993	2,049,855	2,061,390	2,171,216	2,207,553	2,246,805	2,298,704	2,450,796	2,313,409	2,203,302	2,079,100	1,877,690	1,644,124	
B. RECEIPTS															
LCFF Sources															
State Aid, EPA	8011-8019	159,664	159,664	302,293	287,396	287,396	302,293	287,396	152,119	160,715	152,119	152,119	160,715		2,563,889
In Lieu Property Taxes	8096														0
Other LCFF/Revenue Limit Transfers	8091, 8097														0
Federal Revenue	8100-8299	0	26,688	5,349	14,129		5,387	50,361		59,637	66,823		103,333	224,410	556,117
Other State Revenue	8300-8599	10,286	10,286	18,515	167,308	18,515	32,127	86,963	63,640	33,198	24,952	10,966	10,437	343,995	831,187
Other Local Revenue	8600-8799	1,865	7,598	1,846	2,903	1,819	2,082	2,773	1,752	1,752	2,752	1,752	1,795	1,311	32,000
All Other Financing Sources	8930-8979	420,597	0	0	0										420,597
Other Receipts/Non-Revenue															0
TOTAL RECEIPTS		592,412	204,236	328,003	471,735	307,730	341,889	427,493	217,511	255,302	246,646	164,837	276,280	569,716	4,403,790
C. DISBURSEMENTS															
Certificated Salaries	1000-1999	105,037	120,334	107,072	106,989	129,876	109,141	108,266	118,250	128,593	128,593	129,292	152,436		1,443,878
Classified Salaries	2000-2999	23,334	24,197	25,287	25,325	32,328	29,997	29,904	29,997	29,997	29,997	29,997	34,997		345,358
Employee Benefits	3000-3999	72,553	77,015	70,218	68,417	76,383	72,632	72,404	80,688	82,756	82,756	82,896	139,477		978,194
Books and Supplies	4000-4999	25,567	2,728	2,385	1,163	1,664	5,870	988	20,375	20,375	20,375	20,375	37,982		159,847
Services and Operating Expenditures	5000-5999	102,193	71,263	68,876	74,997	74,977	57,757	65,557	105,588	103,688	109,127	103,688	143,545		1,081,255
Capital Outlay	6000-6999	14,354	14,377	14,356	14,356	14,356	14,356	14,356	14,356	14,356	14,356	14,356	14,357		172,294
Other Outgo	7000-7499	66	1,299										1,409		2,774
All Other Financing Uses	7630-7699														0
Other Disbursements/ Non Expenditures															0
TOTAL DISBURSEMENTS		343,104	311,213	288,193	291,247	329,583	289,753	291,475	369,255	379,765	385,204	380,604	524,203	0	4,183,600
D. PRIOR YEAR TRANSACTIONS, Other															
Accounts Receivable	9200-9399	570,479	874,044	69,190	18,699	42,580	(1,936)	(2,310)							1,570,745
Accounts Payable	9500-9630,														
(Liabilities, including Deferred Revenue)	9650	(645,279)	(769,909)	(13,530)	(177,206)	4,170	(12,656)	4,029							(1,610,383)
TOTAL PRIOR YEAR TRANSACTIONS, Other		(74,800)	104,135	55,660	(158,508)	46,750	(14,593)	1,718	0	0	0	0	0	0	3,181,128
E. OTHER ADJUSTMENTS															
Depreciation		14,354	14,377	14,356	14,356	14,356	14,356	14,356	14,356	14,356	14,356	14,356	14,357		
TOTAL OTHER ADJUSTMENTS		14,354	14,377	14,356	14,356	14,356	14,356	14,356	14,356	14,356	14,356	14,356	14,357	0	0
F.. (B - C + D+E)		188,862	11,535	109,826	36,336	39,252	51,899	152,093	(137,388)	(110,107)	(124,201)	(201,410)	(233,567)	569,716	3,401,318
G. ENDING CASH (A + F)		2,049,855	2,061,390	2,171,216	2,207,553	2,246,805	2,298,704	2,450,796	2,313,409	2,203,302	2,079,100	1,877,690	1,644,124	2,213,839	
H. ENDING CASH, PLUS ACCRUALS															2,213,839

## A-G Completion Improvement Grant Plan

Local Educational Agency (LEA) Name	Total Grant Allocation
Audeo Charter School II	Unavailable, expected by March 2022

## Plan Descriptions

**A description of how the funds will be used to increase or improve services for foster youth, low-income students, and English learners to improve A-G eligibility**

Audeo Charter School II (Audeo II) is an educational option that serves students in grades K-12. Audeo II provides an innovative educational experience focused on supporting the needs of students whose futures are at risk because traditional methods have failed them. It is important to note that Audeo II is identified by the California Department of Education (CDE) as **Dashboard Alternative School Status (DASS)**. To be eligible for DASS, schools must have an unduplicated count of at least 70 percent of the school's total enrollment (upon first entry to the school) comprised of high-risk student groups. Therefore, most students in grades 9-12 who enroll at Audeo II are credit deficient and are at risk of not graduating high school on time.

As students and families enroll at Audeo II, they inform teachers, counselors and administrators via surveys and conferences that their primary goal is to finish high school and start their post-secondary pathway at a local community college. While Audeo II is equipped to educate and prepare students for multiple college and career pathways, including eligibility to enter four-year universities, most students and families are interested in local community colleges.

Audeo II is committed to helping each student meet their academic goals. This includes enhanced educational services and programs focused on improving the number of students who satisfy A-G requirements, with an emphasis on foster youth, low-income students, and English learners. Audeo II has engaged educational partners, including teachers, staff, students, parents, and family members to develop an A-G Completion Improvement Plan. Meaningful feedback was collected through multiple collaborative settings including surveys, conversations, school events, meetings, and training. Some of the most meaningful feedback was collected during School Site Council Meetings. At this collaborative venue, teachers, staff, students, and parents participated in a Needs Assessment: analyzed school A-G completion data, discussed achievement gaps, focused on current rates of achievement and the ideal rates of growth. Furthermore, educational partners discussed current programs and services designed to help students meet A-G requirements and how the School can enhance these approaches.

Based upon feedback collected from educational partners and a Needs Assessment, the School engaged in an in-depth selection process to

identify allowable activities that build capacity, are evidence based, and address the School's need to increase A-G eligibility. Audeo II plans to implement the following educational actions and services with A-G Completion Improvement Grant funds:

- Low-ratio, high frequency tutoring for students focused on increasing credit completion in A-G coursework
- Additional paraprofessionals to aid in supplemental tutoring sessions designed for students repeating coursework which they earned less than a 'C' average at their prior school
- Expansion of AVID program, including additional tutors to maintain small group instruction and increased student participation
- Creation of new engaging and supportive A-G approved courses
- Specialized professional development provided to academic counselors, and Equity and Inclusion Department to acquire evidence-based strategies that promotes a 'college going mindset' for the school community
- Professional development for teachers and department chairs to design and implement UC A-G courses
- Improved A-G coursework monitoring system and tools for credentialed staff
- Mental health and social-emotional learning programs and services that promote life skills, wellness, positive behaviors and resiliency in achieving personal goals
- Partner with local universities, colleges, and non-profit organizations to provide informational and planning workshops related to A-G requirements and benefits available to the school community
- Design and disseminate marketing materials to the school community, including flyers, newsletters and social media content that encourages student participation in A-G programs
- Additional family engagement opportunities through Open House Events, Senior Night Events, ELAC, SSC, and Family Learning Series events to explain and promote A-G completion
- Financial assistance for underserved student groups to encourage registration in alternate A-G completion, including dual enrollment, articulation, and AP Exams

**A description of the extent to which all students, including foster youth, low-income students, and English learners, will have access to A-G courses approved by the University of California.**

All students, including foster youth, low-income, and English Learners have access to A-G courses through the A-G transcript audits and the yearly meetings that the counselor has with teachers reviewing their A-G course plans for each student. Three times a year, the counselor, instructional lead, and teacher review each student's transcript that has been translated on a credit audit. This ensures that correct and intentional course planning is occurring throughout the school year. Additionally, all core courses are on the UC A-G list along with the majority of Career Technical Education (CTE) courses (all CTE Pathways courses), all Visual and Performing Arts (VAPA) and Languages Other Than English (LOTE) courses, and many other general electives. These processes, along with the plethora of A-G approved course options, allows all students, including foster youth, low-income, and English Learners to have access to A-G courses.



**The number of students who were identified for opportunities to retake A-G approved courses in which they received a “D”, “F”, or “Fail” grade in the 2020 spring semester or the 2020-21 school year and a description of the method used to offer the opportunity retake courses.**

Upon student enrollment, our academic counselors review all transcripts and create a personalized pathways education plan. This customized course plan considers any D's or F's the student received and the graduation plan the student is pursuing. Due to the individualized and personalized nature of our program, students often come to us needing to remediate previously failed coursework and catch up to their grade level peers. Currently, 72% of Audeo II are credit deficient when enrolling. This percentage reflects the students who enroll at Audeo II with D's or F's on their high school transcript. All students can work towards an A-G diploma and retake A-G approved courses in which they received a “D”, “F” or “Fail” grade. Students retaking A-G approved courses in which they received a “D”, “F”, or “Fail” grade in the past will receive additional support in the course/s they are retaking through individualized tutoring. These students will also receive course planning guidance through Counseling Services. They will have the opportunity to take the course in a pre-test format to demonstrate prior knowledge and only focus on remediating the content they do not show proficiency in.

**A description of how the plan and described services, and associated expenditures, if applicable, supplement services in the Local Control and Accountability Plan and Learning Recovery Plan.**

Audeo II's 2021-22 board approved LCAP contains five well-developed goals that are specific, measurable and time bound. Each goal is specific to a certain element of the educational program, including instruction, curriculum, professional development, school climate and engagement opportunities of educational partners. The narrative below will explain how the school plans to use A-G Completion Improvement Grant funds to supplement specific LCAP Goals and services.

LCAP Goal 1 is focused on providing personalized instruction to students that will improve student outcomes related to academic engagement and performance. This personalized instructional approach includes one-on-one and small group tutoring, provided virtually or in-person by teachers, depending on the preference of students and families. In addition, Audeo II provides additional tutoring opportunities for underserved student groups and/or students at-risk of failing. Audeo II plans to use A-G Completion Improvement Grant funds to further expand these tutoring opportunities, with a focus on providing the same tutors to students throughout the year. In addition, this expanded tutoring approach will support low-ratio, high-frequency meetings. The central goal of this expanded tutoring approach is to support high school students with the successful and timely completion of A-G coursework and/or added support to students earning a “D” or “F” in a prior school.

LCAP Goal 2 is focused on providing a rigorous course of study, aligned to California content standards and accessible to all students. The School provides all students with access to core courses that are A-G approved and advanced coursework, including honors and Advanced Placement (AP). In addition, each student has an academic counselor who supports the development of a personalized course plan and provides frequent opportunities to meet throughout the school year to discuss progress towards meeting college/career pathways. The school plans to use A-G

Completion Improvement Grant funds to design and develop new A-G courses that are both rigorous, engaging, and supportive. A-G Completion Improvement Grant funds can also supplement the payment of fees for students interested in taking AP exams and dual enrollment opportunities at community colleges.

LCAP Goal 3 aims to provide a data informed professional learning system to increase effectiveness of school staff meeting the unique educational needs of each student. Trainings include, knowledge of content standards, implementation of the English Learner Plan, effective use of technology, trauma informed practices for schools, Career Technical Education and more. The School will utilize A-G Completion Improvement Grant funds to expand training offerings to counselors and Equity and Inclusion staff, with an emphasis on evidence-based strategies that promote a 'university going mindset' for students and families. With this expanded training, counselors and staff will be equipped to implement these strategies and monitoring tools/methods in one-on-one counseling sessions with students and families and in information workshops delivered through the School's Family Learning Series. Counselors can also share strategies with teachers that will influence and impact the way they provide instruction and converse with students and families related to post-secondary plans.

LCAP Goal 4 is centered on providing a safe environment and supportive school culture for all educational partners. Some of the key services related to this goal include nursing services for physical health needs and licensed mental health therapists to provide counseling services to students. The School plans to use A-G Completion Improvement Grant funds to expand opportunities for students to participate in counseling and informational sessions related to mental and physical health. This expanded wellness program will be a multi-faceted approach that is proactive in maintaining wellness, but also responding to the unique needs of the students as they are identified. These added counseling services and informational sessions will support consistent student attendance, positive behaviors and increased achievement in school which will lead to improved completion of A-G requirements.

LCAP Goal 5 is focused on providing innovative, engaging and community-based resource centers that support the needs of students and families. Some of the key services embedded within Goal 5 include formal engagement opportunities, Family Learning Series, Bus Pass Program, and materials/resources that are accessible to non-English speaking families. The school plans to use A-G Completion Improvement Grant funds to partner with local colleges, universities, and non-profits with expertise in providing ongoing informational workshops focused on college preparation and access. Topics will include, but are not limited to, financial aid assistance, scholarships, benefits and what to expect. The school will also utilize A-G Completion Improvement Grant funds to create engaging flyers, handouts, and newsletters, in multiple languages and formats, focused on creating a college going mindset and recruitment of students and parents to attend workshops related to college preparation and planning.

## **Plan Expenditures**

Programs and services to increase or improve A-G completion	Planned Expenditures
<b>Instruction:</b> Low-ratio, high frequency academic tutoring opportunities for students focused on supporting student achievement in A-G coursework; expansion of AVID programs that promote college planning and readiness	Unavailable, expected Mar-22
<b>Curriculum:</b> Design new and engaging curriculum that is aligned to California content standards and receive A-G approval	Unavailable, expected Mar-22
<b>Professional Learning:</b> Professional development for teachers, counselors and staff related to building capacity to implement strategies and monitoring tools that will promote a 'college going mindset'	Unavailable, expected Mar-22
<b>Mental Health and Social Emotional Learning:</b> Counseling services and wellness programs that promote positive student behaviors, interactions, relationships and resiliency	Unavailable, expected Mar-22
<b>Community Partnerships:</b> Partner with colleges, universities, non-profits, and local organizations that can provide informational and counseling sessions related to college preparation and meeting A-G requirements	Unavailable, expected Mar-22
<b>Marketing and Recruitment:</b> Marketing materials and expenses related to the creation of flyers, newsletters and social media content that promote A-G completion	Unavailable, expected Mar-22
<b>Other:</b> Financial assistance for underserved student groups that promote successful completion of A-G requirements	Unavailable, expected Mar-22

Fiscal Year Ending June 30, 2022

- ☐ First Interim/October 31st  
☒ Second Interim/January 31st

## CHARTER SCHOOL INTERIM BUDGET REPORT

Charter School Name: Audeo Charter School IIICDS #: 37 68106 0137034Charter Approving Entity: Escondido Union High School DistrictCounty: San DiegoCharter #: 1935

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below)

- ☒ **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
☐ **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description		Projected Budget			Actual To-Date		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>A. REVENUES</b>							
1. Revenue Limit Sources							
Local Control Funding Formula	8011	934,417.00		934,417.00	515,692.00		515,692.00
Education Protection Account	8012	24,238.00		24,238.00	12,086.00		12,086.00
State Aid - Prior Years	8019			0.00			0.00
Tax Relief Subventions (for rev. limit funded schools)	8020-8039			0.00			0.00
County and District Taxes (for rev. limit funded schools)	8040-8079			0.00			0.00
Miscellaneous Funds (for rev. limit funded schools)	8080-8089			0.00			0.00
Revenue Limit Transfers (for rev. limit funded schools):							
PERS Reduction Transfer	8092			0.00			0.00
Transfers from Sponsoring LEAs to Charter Schools							
In Lieu of Property Taxes	8096	556,782.00		556,782.00	305,581.56		305,581.56
Other Revenue Limit Transfers	8091, 8097			0.00			0.00
Total, Revenue Limit Sources		1,515,437.00	0.00	1,515,437.00	833,359.56	0.00	833,359.56
2. Federal Revenues (see NOTE on last page)							
No Child Left Behind/ESSA	8290		44,162.00	44,162.00		15,608.00	15,608.00
Special Education - Federal	8181, 8182		13,375.00	13,375.00		0.00	0.00
Child Nutrition - Federal	8220			0.00		0.00	0.00
Other Federal Revenues	8110, 8260-8299		40,980.00	40,980.00		35,327.69	35,327.69
Total, Federal Revenues		0.00	98,517.00	98,517.00	0.00	50,935.69	50,935.69
3. Other State Revenues							
Charter Schools Categorical Block Grant	8480-8434			0.00			0.00
Special Education - State	StateRevSE		145,961.00	145,961.00		45,882.00	45,882.00
All Other State Revenues	StateRevAO	25,093.00	216,594.00	241,687.00	13,984.14	100,530.92	114,515.06
Total, Other State Revenues		25,093.00	362,555.00	387,648.00	13,984.14	146,412.92	160,397.06
4. Other Local Revenues							
All Other Local Revenues	LocalRevAO	9,450.00		9,450.00	5,203.07		5,203.07
Total, Local Revenues		9,450.00	0.00	9,450.00	5,203.07	0.00	5,203.07
5. TOTAL REVENUES		1,549,980.00	461,072.00	2,011,052.00	852,546.77	197,348.61	1,049,895.38
<b>B. EXPENDITURES</b>							
1. Certificated Salaries							
Teachers' Salaries	1100	342,479.00	274,282.00	616,761.00	136,192.34	160,027.61	296,219.95
Certificated Pupil Support Salaries	1200	88,819.00	22,921.00	111,740.00	45,038.23	21,442.55	66,480.78
Certificated Supervisors' and Administrators' Salaries	1300	42,806.00	10,702.00	53,508.00	24,970.26	6,242.60	31,212.86
Other Certificated Salaries	1900	18,341.00	15,036.00	33,377.00	0.00	1,823.84	1,823.84
Total, Certificated Salaries		492,445.00	322,941.00	815,386.00	206,200.83	189,536.60	395,737.43
2. Non-certificated Salaries							
Instructional Aides' Salaries	2100			0.00			0.00
Non-certificated Support Salaries	2200	30,562.00		30,562.00	17,827.67		17,827.67
Non-certificated Supervisors' and Administrators' Sal.	2300			0.00			0.00
Clerical and Office Salaries	2400	123,928.00		123,928.00	64,856.95		64,856.95
Other Non-certificated Salaries	2900			0.00			0.00
Total, Non-certificated Salaries		154,490.00	0.00	154,490.00	82,684.62	0.00	82,684.62
3. Employee Benefits							
STRS	3100-3102	83,322.00	54,641.00	137,963.00	34,889.20	32,069.65	66,958.85
PERS	3200-3202	35,393.00	0.00	35,393.00	18,942.99	0.00	18,942.99
OASDI / Medicare / Alternative	3300-3302	19,764.00	4,712.00	24,476.00	9,339.07	2,767.33	12,106.40
Health and Welfare Benefits	3400-3402	263,508.00	71,548.00	335,056.00	87,754.21	40,205.88	127,960.09
Unemployment Insurance	3500-3502	3,245.00	1,604.00	4,849.00	1,455.12	936.93	2,392.05
Workers' Compensation Insurance	3600-3602	7,226.00	3,680.00	10,906.00	3,254.54	2,146.73	5,401.27
Retiree Benefits	3701-3702			0.00			0.00
PERS Reduction (for revenue limit funded schools)	3801-3802			0.00			0.00
Other Employee Benefits	3901-3902			0.00			0.00
Total, Employee Benefits		412,458.00	136,185.00	548,643.00	155,635.13	78,126.52	233,761.65
4. Books and Supplies							
Approved Textbooks and Core Curricula Materials	4100	6.00	10,594.00	10,600.00		5,390.90	5,390.90
Books and Other Reference Materials	4200	0.00	0.00	0.00			0.00
Materials and Supplies	4300	27,370.00	9,695.00	37,065.00	6,951.43	6,118.90	13,070.33
Noncapitalized Equipment	4400	14,867.00	1,003.00	15,870.00	162.93	1,003.32	1,166.25
Food	4700	4,052.00	207.00	4,259.00	452.50	206.99	659.49
Total, Books and Supplies		46,295.00	21,499.00	67,794.00	7,566.86	12,720.11	20,286.97

Fiscal Year Ending June 30, 2022

- ☐ First Interim/October 31st  
☒ Second Interim/January 31st

## CHARTER SCHOOL INTERIM BUDGET REPORT

Charter School Name: Audeo Charter School III

Description	Object Code	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>5. Services and Other Operating Expenditures</b>							
Travel and Conferences	5200	13,137.00	3,688.00	16,825.00	1,924.28	2,651.67	4,575.95
Dues and Memberships	5300	5,070.00	0.00	5,070.00	2,912.90		2,912.90
Insurance	5400	10,390.00	0.00	10,390.00	9,634.92		9,634.92
Operations and Housekeeping Services	5500	18,975.00	18,967.00	37,942.00	5,233.21	11,305.92	16,539.13
Rentals, Leases, Repairs, and Noncap. Improvements	5600	156,218.00	773.00	156,991.00	102,537.95	405.90	102,943.85
Professional/Consulting Services and Operating Expend.	5800	102,144.00	95,635.00	197,779.00	47,992.60	26,767.42	74,760.02
Communications	5900	11,037.00	12,019.00	23,056.00	773.37	10,881.48	11,654.85
Total, Services and Other Operating Expenditures		316,971.00	131,082.00	448,053.00	171,009.23	52,012.39	223,021.62
<b>6. Capital Outlay</b>							
(Objects 6100-6170, 6200-6500 for modified accrual basis only)							
Land and Land Improvements	6100-6170			0.00			0.00
Buildings and Improvements of Buildings	6200			0.00			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00			0.00
Equipment	6400			0.00			0.00
Equipment Replacement	6500			0.00			0.00
Depreciation Expense (for accrual basis only)	6900	59,943.00		59,943.00	34,966.54		34,966.54
Total, Capital Outlay		59,943.00	0.00	59,943.00	34,966.54	0.00	34,966.54
<b>7. Other Outgo</b>							
Tuition to Other Schools	7110-7143			0.00			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00			0.00
Transfer of Indirect Costs	7300-7399			0.00			0.00
All Other Transfers	7281-7299			0.00			0.00
Transfers of Indirect Costs	7300-7399	(767.00)	767.00	0.00			0.00
Debt Service:							
Interest	7438	2,580.00		2,580.00	2,110.91		2,110.91
Principal (for modified accrual basis only)	7439			0.00			0.00
Total, Other Outgo		1,813.00	767.00	2,580.00	2,110.91	0.00	2,110.91
<b>8. TOTAL EXPENDITURES</b>		1,484,415.00	612,474.00	2,096,889.00	660,174.12	332,395.62	992,569.74
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		65,565.00	(151,402.00)	(85,837.00)	192,372.65	(135,047.01)	57,325.64
<b>D. OTHER FINANCING SOURCES / USES</b>							
1. Other Sources	8930-8979	196,200.00		196,200.00	196,200.28		196,200.28
2. Less: Other Uses	7630-7699			0.00			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(137,373.46)	137,373.46	0.00			0.00
<b>4. TOTAL OTHER FINANCING SOURCES / USES</b>		58,826.54	137,373.46	196,200.00	196,200.28	0.00	196,200.28
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		124,391.54	(14,028.54)	110,363.00	388,572.93	(135,047.01)	253,525.92
<b>F. FUND BALANCE, RESERVES</b>							
1. Beginning Fund Balance							
a. As of July 1	9791	954,723.97	43,866.54	998,590.51	954,723.97	43,866.54	998,590.51
b. Adjustments/Restatements to Beginning Balance	9793, 9795			0.00			0.00
c. Adjusted Beginning Balance		954,723.97	43,866.54	998,590.51	954,723.97	43,866.54	998,590.51
2. Ending Fund Balance, June 30 (E + F1c)		1,079,115.51	29,838.00	1,108,953.51	1,343,296.90	(91,180.47)	1,252,116.43
Components of Ending Fund Balance (Optional):							
Reserve for Revolving Cash (equals object 9130)	9711			0.00	0.00	0.00	0.00
Reserve for Stores (equals object 9320)	9712			0.00	0.00	0.00	0.00
Reserve for Prepaid Expenditures (equals object 9330)	9713			0.00	23,546.36	284.45	23,830.81
Reserve for All Others	9719			0.00			0.00
General Reserve	9730			0.00			0.00
Legally Restricted Balance	9740			0.00			0.00
Designated for Economic Uncertainties	9770 *			0.00			0.00
Other Designations	9775, 9780			0.00			0.00
Undesignated / Unappropriated Amount	9790 *	1,079,115.51	29,838.00	1,108,953.51	1,319,750.54	(91,464.92)	1,228,285.62
* Percent of Total Expenditures and Other Uses		51.46%	1.42%	52.89%	132.96%	-9.21%	123.75%

Fiscal Year Ending June 30, 2022

## CHARTER SCHOOL INTERIM BUDGET REPORT

- ☐ First Interim/October 31st  
☒ Second Interim/January 31st

Charter School Name: Audeo Charter School III

Description	Object Code	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>G. ASSETS</b>							
1. Cash							
In County Treasury	9110	735,653.71	43,866.54	779,520.25			
Fair Value Adjustment to Cash in County Treasury	9111			0.00			
In Banks	9120	403,065.09	(155,778.00)	247,287.09			
In Revolving Fund	9130			0.00			
With Fiscal Agent	9135			0.00			
Collections Awaiting Deposit	9140			0.00			
2. Investments	9150			0.00			
3. Accounts Receivable	9200	145.87		145.87			
4. Due from Grantor Government	9290	433.89	20,539.66	20,973.55			
5. Stores	9320			0.00			
6. Prepaid Expenditures (Expenses)	9330	23,546.36	284.45	23,830.81			
7. Other Current Assets	9340	438.28		438.28			
8. Capital Assets (for accrual basis only)	9400-9499	335,610.17		335,610.17			
9. TOTAL ASSETS		1,498,893.37	(91,087.35)	1,407,806.02			
<b>H. LIABILITIES</b>							
1. Accounts Payable	9500	80,813.32	93.12	80,906.44			
2. Due to Grantor Government	9590			0.00			
3. Current Liabilities	9641	3,046.46		3,046.46			
4. Deferred Revenue	9650			0.00			
5. Long-Term Liabilities (for accrual basis only)	9660-9669	71,736.69		71,736.69			
6. TOTAL LIABILITIES		155,596.47	93.12	155,689.59			
<b>I. FUND BALANCE</b>							
Ending Fund Balance, June 30 (G9-H6) (must agree with Line F2)		1,343,296.90	(91,180.47)	1,252,116.43			

## A-G Completion Improvement Grant Plan

Local Educational Agency (LEA) Name	Total Grant Allocation
Audeo Charter School III	Unavailable, expected by March 2022

### Plan Descriptions

**A description of how the funds will be used to increase or improve services for foster youth, low-income students, and English learners to improve A-G eligibility**

Audeo Charter School III (Audeo III) is an educational option that serves students in grades 6-12. Audeo III provides an innovative educational experience focused on supporting the needs of students whose futures are at risk because traditional methods have failed them. It is important to note that Audeo III is identified by the California Department of Education (CDE) as **Dashboard Alternative School Status (DASS)**. To be eligible for DASS, schools must have an unduplicated count of at least 70 percent of the school's total enrollment (upon first entry to the school) comprised of high-risk student groups. Therefore, most students in grades 9-12 who enroll at Audeo III are credit deficient and are at risk of not graduating high school on time.

As students and families enroll at Audeo III, they inform teachers, counselors and administrators via surveys and conferences that their primary goal is to finish high school and start their post-secondary pathway at a local community college. While Audeo III is equipped to educate and prepare students for multiple college and career pathways, including eligibility to enter four-year universities, most students and families are interested in local community colleges.

Audeo III is committed to helping each student meet their academic goals. This includes enhanced educational services and programs focused on improving the number of students who satisfy A-G requirements, with an emphasis on foster youth, low-income students, and English learners. Audeo III has engaged educational partners, including teachers, staff, students, parents, and family members to develop an A-G Completion Improvement Plan. Meaningful feedback was collected through multiple collaborative settings including surveys, conversations, school events, meetings, and training. Some of the most meaningful feedback was collected during School Site Council Meetings. At this collaborative venue, teachers, staff, students, and parents participated in a Needs Assessment: analyzed school A-G completion data, discussed achievement gaps, focused on current rates of achievement and the ideal rates of growth. Furthermore, educational partners discussed current programs and services designed to help students meet A-G requirements and how the School can enhance these approaches.

Based upon feedback collected from educational partners and a Needs Assessment, the School engaged in an in-depth selection process to

identify allowable activities that build capacity, are evidence based, and address the School's need to increase A-G eligibility. Audeo III plans to implement the following educational actions and services with A-G Completion Improvement Grant funds:

- Low-ratio, high frequency tutoring for students focused on increasing credit completion in A-G coursework
- Additional paraprofessionals to aid in supplemental tutoring sessions designed for students repeating coursework which they earned less than a 'C' average at their prior school
- Expansion of AVID program, including additional tutors to maintain small group instruction and increased student participation
- Creation of new engaging and supportive A-G approved courses
- Specialized professional development provided to academic counselors, and Equity and Inclusion Department to acquire evidence-based strategies that promotes a 'college going mindset' for the school community
- Professional development for teachers and department chairs to design and implement UC A-G courses
- Improved A-G coursework monitoring system and tools for credentialed staff
- Mental health and social-emotional learning programs and services that promote life skills, wellness, positive behaviors and resiliency in achieving personal goals
- Partner with local universities, colleges, and non-profit organizations to provide informational and planning workshops related to A-G requirements and benefits available to the school community
- Design and disseminate marketing materials to the school community, including flyers, newsletters and social media content that encourages student participation in A-G programs
- Additional family engagement opportunities through Open House Events, Senior Night Events, ELAC, SSC, and Family Learning Series events to explain and promote A-G completion
- Financial assistance for underserved student groups to encourage registration in alternate A-G completion, including dual enrollment, articulation, and AP Exams

**A description of the extent to which all students, including foster youth, low-income students, and English learners, will have access to A-G courses approved by the University of California.**

All students, including foster youth, low-income, and English Learners have access to A-G courses through the A-G transcript audits and the yearly meetings that the counselor has with teachers reviewing their A-G course plans for each student. Three times a year, the counselor, instructional lead, and teacher review each student's transcript that has been translated on a credit audit. This ensures that correct and intentional course planning is occurring throughout the school year. Additionally, all core courses are on the UC A-G list along with the majority of Career Technical Education (CTE) courses (all CTE Pathways courses), all Visual and Performing Arts (VAPA) and Languages Other Than English (LOTE) courses, and many other general electives. These processes, along with the plethora of A-G approved course options, allows all students, including foster youth, low-income, and English Learners to have access to A-G courses.



**The number of students who were identified for opportunities to retake A-G approved courses in which they received a “D”, “F”, or “Fail” grade in the 2020 spring semester or the 2020-21 school year and a description of the method used to offer the opportunity retake courses.**

Upon student enrollment, our academic counselors review all transcripts and create a personalized pathways education plan. This customized course plan considers any D's or F's the student received and the graduation plan the student is pursuing. Due to the individualized and personalized nature of our program, students often come to us needing to remediate previously failed coursework and catch up to their grade level peers. Currently, 78% of Audeo III are credit deficient when enrolling. This percentage reflects the students who enroll at Audeo III with D's or F's on their high school transcript. All students can work towards an A-G diploma and retake A-G approved courses in which they received a “D”, “F” or “Fail” grade. Students retaking A-G approved courses in which they received a “D”, “F”, or “Fail” grade in the past will receive additional support in the course/s they are retaking through individualized tutoring. These students will also receive course planning guidance through Counseling Services. They will have the opportunity to take the course in a pre-test format to demonstrate prior knowledge and only focus on remediating the content they do not show proficiency in.

**A description of how the plan and described services, and associated expenditures, if applicable, supplement services in the Local Control and Accountability Plan and Learning Recovery Plan.**

Audeo III's 2021-22 board approved LCAP contains five well-developed goals that are specific, measurable and time bound. Each goal is specific to a certain element of the educational program, including instruction, curriculum, professional development, school climate and engagement opportunities of educational partners. The narrative below will explain how the school plans to use A-G Completion Improvement Grant funds to supplement specific LCAP Goals and services.

LCAP Goal 1 is focused on providing personalized instruction to students that will improve student outcomes related to academic engagement and performance. This personalized instructional approach includes one-on-one and small group tutoring, provided virtually or in-person by teachers, depending on the preference of students and families. In addition, Audeo III provides additional tutoring opportunities for underserved student groups and/or students at-risk of failing. Audeo III plans to use A-G Completion Improvement Grant funds to further expand these tutoring opportunities, with a focus on providing the same tutors to students throughout the year. In addition, this expanded tutoring approach will support low-ratio, high-frequency meetings. The central goal of this expanded tutoring approach is to support high school students with the successful and timely completion of A-G coursework and/or added support to students earning a “D” or “F” in a prior school.

LCAP Goal 2 is focused on providing a rigorous course of study, aligned to California content standards and accessible to all students. The School provides all students with access to core courses that are A-G approved and advanced coursework, including honors and Advanced Placement (AP). In addition, each student has an academic counselor who supports the development of a personalized course plan and provides frequent opportunities to meet throughout the school year to discuss progress towards meeting college/career pathways. The school plans to use A-G Completion Improvement Grant funds to design and develop new A-G courses that are both rigorous, engaging, and supportive. A-G Completion

Improvement Grant funds can also supplement the payment of fees for students interested in taking AP exams and dual enrollment opportunities at community colleges.

LCAP Goal 3 aims to provide a data informed professional learning system to increase effectiveness of school staff meeting the unique educational needs of each student. Trainings include, knowledge of content standards, implementation of the English Learner Plan, effective use of technology, trauma informed practices for schools, Career Technical Education and more. The School will utilize A-G Completion Improvement Grant funds to expand training offerings to counselors and Equity and Inclusion staff, with an emphasis on evidence-based strategies that promote a 'university going mindset' for students and families. With this expanded training, counselors and staff will be equipped to implement these strategies and monitoring tools/methods in one-on-one counseling sessions with students and families and in information workshops delivered through the School's Family Learning Series. Counselors can also share strategies with teachers that will influence and impact the way they provide instruction and converse with students and families related to post-secondary plans.

LCAP Goal 4 is centered on providing a safe environment and supportive school culture for all educational partners. Some of the key services related to this goal include nursing services for physical health needs and licensed mental health therapists to provide counseling services to students. The School plans to use A-G Completion Improvement Grant funds to expand opportunities for students to participate in counseling and informational sessions related to mental and physical health. This expanded wellness program will be a multi-faceted approach that is proactive in maintaining wellness, but also responding to the unique needs of the students as they are identified. These added counseling services and informational sessions will support consistent student attendance, positive behaviors and increased achievement in school which will lead to improved completion of A-G requirements.

LCAP Goal 5 is focused on providing innovative, engaging and community-based resource centers that support the needs of students and families. Some of the key services embedded within Goal 5 include formal engagement opportunities, Family Learning Series, Bus Pass Program, and materials/resources that are accessible to non-English speaking families. The school plans to use A-G Completion Improvement Grant funds to partner with local colleges, universities, and non-profits with expertise in providing ongoing informational workshops focused on college preparation and access. Topics will include, but are not limited to, financial aid assistance, scholarships, benefits and what to expect. The school will also utilize A-G Completion Improvement Grant funds to create engaging flyers, handouts, and newsletters, in multiple languages and formats, focused on creating a college going mindset and recruitment of students and parents to attend workshops related to college preparation and planning.

## Plan Expenditures

Programs and services to increase or improve A-G completion	Planned Expenditures
<b>Instruction:</b> Low-ratio, high frequency academic tutoring opportunities for students focused on supporting student achievement in A-G coursework; expansion of AVID programs that promote college planning and readiness	Unavailable, expected Mar-22

Programs and services to increase or improve A-G completion	Planned Expenditures
<b>Curriculum:</b> Design new and engaging curriculum that is aligned to California content standards and receive A-G approval	Unavailable, expected Mar-22
<b>Professional Learning:</b> Professional development for teachers, counselors and staff related to building capacity to implement strategies and monitoring tools that will promote a 'college going mindset'	Unavailable, expected Mar-22
<b>Mental Health and Social Emotional Learning:</b> Counseling services and wellness programs that promote positive student behaviors, interactions, relationships and resiliency	Unavailable, expected Mar-22
<b>Community Partnerships:</b> Partner with colleges, universities, non-profits, and local organizations that can provide informational and counseling sessions related to college preparation and meeting A-G requirements	Unavailable, expected Mar-22
<b>Marketing and Recruitment:</b> Marketing materials and expenses related to the creation of flyers, newsletters and social media content that promote A-G completion	Unavailable, expected Mar-22
<b>Other:</b> Financial assistance for underserved student groups that promote successful completion of A-G requirements	Unavailable, expected Mar-22

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT  
Second Interim Report - Detail**

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Charter School Name: Audeo Valley Charter School  
(continued)  
CDS #: 33-10330-0140780  
Charter Approving Entity: Riverside County Office of Ed  
County: Riverside  
Charter #: 2118  
Fiscal Year: FY 2021-22

This charter school uses the following basis of accounting:

- ☒ **Accrual Basis (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)**  
☐ **Modified Accrual Basis (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)**

Description	Object Code	Adopted Budget - July 1st			Actuals thru 1/31			2nd Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
A. REVENUES										
1. LCFF Sources										
State Aid - Current Year	8011	2,738,958.00		2,738,958.00	775,017.42		775,017.42	2,682,687.00		2,682,687.00
Education Protection Account (EPA) - Current Year	8012	53,200.00		53,200.00	476,815.00		476,815.00	49,580.00		49,580.00
State Aid - Prior Years	8019			-			-			-
Transfers to Charter Schools in Lieu of Property Taxes	8096	265,170.00		265,170.00	117,772.50		117,772.50	261,482.00		261,482.00
Other LCFF Transfers	8091, 8097			-			-			-
Total, LCFF Sources		3,057,328.00	-	3,057,328.00	1,369,604.92	-	1,369,604.92	2,993,749.00	-	2,993,749.00
2021-22 CHARTER SCHOOL SECOND INTERIM FINANCIAL REPORT										
2. Federal Revenues										
No Child Left Behind	8290		56,095.00	56,095.00			-		64,911.00	64,911.00
Special Education - Federal	8181, 8182			-			-			-
Child Nutrition - Federal	8220			-			-			-
Other Federal Revenues	8110, 8260-8299			-			-			-
Total, Federal Revenues		-	56,095.00	56,095.00	-	-	-	-	64,911.00	64,911.00
3. Other State Revenues										
Special Education - State	StateRevSE		181,582.00	181,582.00			-		193,729.00	193,729.00
All Other State Revenues	StateRevAO			-	9,094.00	21,935.00	31,029.00	9,094.00	21,935.00	31,029.00
Total, Other State Revenues		-	181,582.00	181,582.00	9,094.00	21,935.00	31,029.00	9,094.00	215,664.00	224,758.00
4. Other Local Revenues										
All Other Local Revenues	LocalRevAO	5,700.00		5,700.00	160.00		160.00	3,400.00		3,400.00
Total, Local Revenues		5,700.00	-	5,700.00	160.00	-	160.00	3,400.00	-	3,400.00
5. TOTAL REVENUES		3,063,028.00	237,677.00	3,300,705.00	1,378,858.92	21,935.00	1,400,793.92	3,006,243.00	280,575.00	3,286,818.00
B. EXPENDITURES										
1. Certificated Salaries										
Certificated Teachers' Salaries	1100	798,125.00	140,205.00	938,330.00	307,205.90	86,103.76	393,309.66	705,095.00	156,682.00	861,777.00
Certificated Pupil Support Salaries	1200	71,289.00	19,557.00	90,846.00	43,307.45	22,290.30	65,597.75	82,908.00	30,986.00	113,894.00
Certificated Supervisors' and Administrators' Salaries	1300	77,174.00	32,156.00	109,330.00	46,819.22	19,508.02	66,327.24	80,261.00	33,443.00	113,704.00
Other Certificated Salaries	1900	152,334.00	28,990.00	181,324.00	2,704.80	14,966.56	17,671.36	72,560.00	25,313.00	97,873.00
Total, Certificated Salaries		1,098,922.00	220,908.00	1,319,830.00	400,037.37	142,868.64	542,906.01	940,824.00	246,424.00	1,187,248.00
2. Non-certificated Salaries										
Non-certificated Instructional Aides' Salaries	2100			-			-			-
Non-certificated Support Salaries	2200	2,735.00	5,469.00	8,204.00			-			-
Non-certificated Supervisors' and Administrators' Sal.	2300			-	10,048.40		10,048.40	22,609.00		22,609.00
Clerical and Office Salaries	2400	87,797.00		87,797.00	50,132.85		50,132.85	95,335.00		95,335.00
Other Non-certificated Salaries	2900			-			-			-
Total, Non-certificated Salaries		90,532.00	5,469.00	96,001.00	60,181.25	-	60,181.25	117,944.00	-	117,944.00
3. Employee Benefits										
STRS	3101-3102	187,326.00	37,377.00	224,703.00	67,686.41	24,173.35	91,859.76	159,188.00	41,694.00	200,882.00
PERS	3201-3202	18,862.00	1,253.00	20,115.00	13,787.52		13,787.52	27,021.00		27,021.00
OASDI / Medicare / Alternative	3301-3302	22,322.00	3,651.00	25,973.00	10,431.79	2,088.32	12,520.11	22,675.00	3,602.00	26,277.00
Health and Welfare Benefits	3401-3402	353,506.00	67,526.00	421,032.00	140,290.18	51,602.62	191,892.80	395,484.00	88,991.00	484,475.00
Unemployment Insurance	3501-3502	14,630.00	2,785.00	17,415.00	2,301.17	714.35	3,015.52	5,294.00	1,232.00	6,526.00
Workers' Compensation Insurance	3601-3602	13,775.00	2,649.00	16,424.00	5,377.34	1,670.26	7,047.60	12,304.00	2,880.00	15,184.00
OPEB, Allocated	3701-3702			-			-			-
OPEB, Active Employees	3751-3752			-			-			-
Other Employee Benefits	3901-3902			-			-			-
Total, Employee Benefits		610,421.00	115,241.00	725,662.00	239,874.41	80,248.90	320,123.31	621,966.00	138,399.00	760,365.00
4. Books and Supplies										
Approved Textbooks and Core Curricula Materials	4100	36,000.00	-	36,000.00	7,430.12		7,430.12	41,500.00	-	41,500.00
Books and Other Reference Materials	4200	24,000.00	-	24,000.00	249.30	248.78	498.08	23,751.00	249.00	24,000.00
Materials and Supplies	4300	90,951.00	3,500.00	94,451.00	27,206.38	717.07	27,923.45	120,382.00	1,967.00	122,349.00
Noncapitalized Equipment	4400	23,070.00	930.00	24,000.00			-	60,616.00	-	60,616.00
Food	4700	5,399.00	-	5,399.00	331.72		331.72	5,399.00	-	5,399.00
Total, Books and Supplies		179,420.00	4,430.00	183,850.00	35,217.52	965.85	36,183.37	251,648.00	2,216.00	253,864.00
5. Services and Other Operating Expenditures										
Subagreements for Services	5100			-			-			-
Travel and Conferences	5200	10,885.00	3,072.00	13,957.00	3,501.37	1,970.27	5,471.64	20,890.00	4,284.00	25,174.00
Dues and Memberships	5300	2,600.00	-	2,600.00	2,999.86		2,999.86	3,900.00	-	3,900.00
Insurance	5400	19,525.00	100.00	19,625.00	20,315.87	25.00	20,340.87	20,466.00	75.00	20,541.00
Operations and Housekeeping Services	5500	57,000.00	-	57,000.00	17,666.47		17,666.47	71,291.00	-	71,291.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	230,436.00	-	230,436.00	148,082.96		148,082.96	256,457.00	-	256,457.00
Professional/Consulting Services and Operating Expend.	5800	202,882.00	49,040.00	251,922.00	77,996.57	19,904.92	97,901.49	257,998.00	50,451.00	308,449.00
Communications	5900	23,613.00	-	23,613.00	9,737.86		9,737.86	32,882.00	-	32,882.00
Total, Services and Other Operating Expenditures		546,941.00	52,212.00	599,153.00	280,300.96	21,909.19	302,201.15	663,884.00	54,810.00	718,694.00
6. Capital Outlay										
(Objects 6100-6170, 6200-6500 modified accrual basis only)										
Land and Land Improvements	6100-6170			-			-			-
Buildings and Improvements of Buildings	6200			-			-			-
Books and Media for New School Libraries or Major				-			-			-
Expansion of School Libraries	6300			-			-			-
Equipment	6400			-			-			-
Equipment Replacement	6500			-			-			-
Depreciation Expense (for full accrual only)	6900	210,059.00		210,059.00	74,277.51		74,277.51	81,388.00		81,388.00
Total, Capital Outlay		210,059.00	-	210,059.00	74,277.51	-	74,277.51	81,388.00	-	81,388.00
7. Other Outgo										
Tuition to Other Schools	7110-7143			-			-			-
Transfers of Pass-through Revenues to Other LEAs	7211-7213			-			-			-
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			-			-			-
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			-			-			-
All Other Transfers	7281-7299			-			-			-
Indirect Costs (must net to zero)	7300	(525.00)	525.00	-			-	(1,070.00)	1,070.00	-

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT  
Second Interim Report - Detail**

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Charter School Name: Audeo Valley Charter School  
(continued)  
CDS #: 33-10330-0140780  
Charter Approving Entity: Riverside County Office of Ed  
County: Riverside  
Charter #: 2118  
Fiscal Year: FY 2021-22

This charter school uses the following basis of accounting:

- ☒ **Accrual Basis (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)**  
☐ **Modified Accrual Basis (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)**

Description	Object Code	Adopted Budget - July 1st			Actuals thru 1/31			2nd Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
Debt Service:										
Interest	7438	1,115.00		1,115.00			-	2,975.00		2,975.00
Principal	7439			-			-			-
Total, Other Outgo		590.00	525.00	1,115.00	-	-	-	1,905.00	1,070.00	2,975.00
<b>8. TOTAL EXPENDITURES</b>		2,736,885.00	398,785.00	3,135,670.00	1,089,889.02	245,983.58	1,335,872.60	2,679,559.00	442,919.00	3,122,478.00
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		326,143.00	(161,108.00)	165,035.00	288,969.90	(224,048.58)	64,921.32	326,684.00	(162,344.00)	164,340.00
<b>D. OTHER FINANCING SOURCES / USES</b>										
1. Other Sources	8930-8979			-			-			-
2. Less: Other Uses	7630-7699			-			-			-
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(161,108.00)	161,108.00	-			-	(182,779.00)	182,779.00	-
<b>4. TOTAL OTHER FINANCING SOURCES / USES</b>		(161,108.00)	161,108.00	-	-	-	-	(182,779.00)	182,779.00	-
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		165,035.00	-	165,035.00	288,969.90	(224,048.58)	64,921.32	143,905.00	20,435.00	164,340.00
<b>F. FUND BALANCE, RESERVES</b>										
1. Beginning Fund Balance										
a. As of July 1	9791	1,591,468.07		1,591,468.07	1,591,468.07		1,591,468.07	1,591,468.07		1,591,468.07
b. Adjustments to Beginning Balance	9793, 9795			-			-			-
c. Adjusted Beginning Balance		1,591,468.07	-	1,591,468.07	1,591,468.07	-	1,591,468.07	1,591,468.07	-	1,591,468.07
2. Ending Fund Balance, June 30 (E + F.1.c.)		1,756,503.07	-	1,756,503.07	1,880,437.97	(224,048.58)	1,656,389.39	1,735,373.07	20,435.00	1,755,808.07
Components of Ending Fund Balance (Optional):										
Nonspendable Revolving Cash (equals object 9130)	9711			-			-			-
Nonspendable Stores (equals object 9320)	9712			-			-			-
Nonspendable Prepaid Expenditures (equals object 9330)	9713			-			-			-
Nonspendable All Others	9719			-			-			-
Restricted Fund Balance	9740			-			-			-
Committed Fund Balance	9750, 9760			-			-			-
Assigned Fund Balance	9780			-			-			-
Reserve for Economic Uncertainties	9789			-			-			-
Undesignated/Unappropriated Amount	9790	1,756,503.07	-	1,756,503.07	1,880,437.97	(224,048.58)	1,656,389.39	1,735,373.07	20,435.00	1,755,808.07

**Audeo Valley Charter School**  
**Interim Report and Multi-Year Projections**  
**2020-21 through 2023-24**

DESCRIPTION		Audited Actuals 2020-21	Operating Budget 2021-22	Percent of Change over PY	2nd Interim Projected Budget 2021-22	Percent of Change over PY	Projected Budget 2022-23	Percent of Change over PY	Projected Budget 2023-24	Percent of Change over PY
<b>ADA Actual/Projection (Number)</b>			266	0.00%	248	0.00%	248	0.00%	248	0.00%
<b>REVENUES</b>										
	<i>Object Codes</i>									
LCFF/EPA Revenue Sources	8010-8099		\$ 3,057,328	0.00%	\$ 2,993,749	0.00%	\$ 3,153,078	5.32%	\$ 3,267,066	3.62%
Federal	8100-8299		56,095	0.00%	64,911	0.00%	104,286	60.66%	104,286	0.00%
State	8300-8599		181,582	0.00%	224,758	0.00%	264,319	17.60%	265,571	0.47%
Local	8600-8799		5,700	0.00%	3,400	0.00%	5,300	55.88%	5,900	11.32%
Total Revenue		\$ -	\$ 3,300,705	0.00%	\$ 3,286,818	0.00%	\$ 3,526,983	7.31%	\$ 3,642,823	3.28%
<b>EXPENSES</b>										
Certificated Salaries	1000-1999		\$ 1,319,830	0.00%	\$ 1,187,248	0.00%	\$ 1,349,799	13.69%	\$ 1,402,411	3.90%
Classified Salaries	2000-2999		96,001	0.00%	117,944	0.00%	135,390	14.79%	142,159	5.00%
Benefits	3000-3999		725,662	0.00%	760,365	0.00%	844,299	11.04%	862,026	2.10%
Books & Supplies	4000-4999		183,850	0.00%	253,864	0.00%	261,479	3.00%	270,631	3.50%
Services & Operating	5000-5999		599,153	0.00%	718,694	0.00%	738,484	2.75%	765,615	3.67%
Depreciation	6000-6999		210,059	0.00%	81,388	0.00%	17,065	-79.03%	14,995	-12.13%
	7100-7299									
Other Outgo	7400-7499		1,115	0.00%	2,975	0.00%	4,117	38.39%	2,844	-30.92%
Other Outgo - Indirect Cost	7300-7399			0.00%		0.00%		0.00%		0.00%
Total Expenses		\$ -	\$ 3,135,670	0.00%	\$ 3,122,478	0.00%	\$ 3,350,634	7.31%	\$ 3,460,682	3.28%
<b>OTHER SOURCES &amp; USES</b>										
Transfers In & Other Sources	8900-8999	\$ 1,591,468		-100.00%		-100.00%		0.00%		0.00%
Transfers Out & Other Uses	7600-7699			0.00%		0.00%		0.00%		0.00%
Total Expenditures & Uses		\$ 1,591,468	\$ -	-100.00%	\$ -	-100.00%	\$ -	0.00%	\$ -	0.00%
<b>NET INCREASE (DECREASE) IN NET POSITION</b>		\$ 1,591,468	\$ 165,035	-89.63%	\$ 164,340	-89.67%	\$ 176,349	7.31%	\$ 182,141	3.28%
<b>NET POSITION, RESERVES</b>										
Beginning Balance			\$ 1,591,468	0.00%	\$ 1,591,468	0.00%	\$ 1,755,808	10.33%	\$ 1,932,157	10.04%
Ending Balance		\$ 1,591,468	\$ 1,756,503	10.37%	\$ 1,755,808	10.33%	\$ 1,932,157	10.04%	\$ 2,114,298	9.43%

Components of Ending Balance:

Net Investment in Capital Assets	216,164	216,164	151,006	133,941	118,945
Restricted Net Position			20,435		
Unrestricted Net Position	1,375,304	1,540,339	1,584,367	1,798,217	1,995,353
Total Ending Net Position	1,591,468	1,756,503	1,755,808	1,932,157	2,114,298
Available Reserve %	0.00%	49.12%	50.74%	53.67%	57.66%

OBJECT		Beginning Balance	July Actuals	% Bud	August Actuals	% Bud	September Actuals	% Bud	October Actuals	% Bud	November Actuals	% Bud	December Actuals	% Bud	January Actuals	% Bud
Beginning Cash Balance			-		1,102,280.84		1,097,511.65		839,790.36		655,850.70		430,925.04		367,328.96	
RECEIPTS																
LCFF Sources			43,773.00	1.60%	41,060.62	1.50%	421,306.90	15.42%	126,821.10	4.64%	126,821.10	4.64%	365,228.60	13.37%	126,821.10	4.64%
LCFF Principal Apportionment	8010-8019															
Education Protection Account	8010-8019															
Property Taxes	8020-8079			0.00%		0.00%	42,398.10	16.21%	18,843.60	7.21%	18,843.60	7.21%	18,843.60	7.21%	18,843.60	7.21%
Miscellaneous Funds	8080-8099			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
Federal Revenue	8100-8299			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
State Revenue				0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
Lottery	8560			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
Other State Revenue	8300-8599			0.00%		0.00%		0.00%		0.00%		0.00%	9,094.00	4.05%	21,935.00	9.76%
Local Revenue				0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
Interest	8660			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
Other Local Revenue	8600-8799			0.00%		0.00%	100.00	10.00%		0.00%		0.00%	60.00	6.00%		0.00%
Interfund Transfers In	8910-8929			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
All Other Financing Sources	8930-8979			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
TOTAL REVENUES			43,773.00	1.33%	41,060.62	1.25%	463,805.00	14.11%	145,664.70	4.43%	145,664.70	4.43%	393,226.20	11.96%	167,599.70	5.10%
DISBURSEMENTS																
Certificated Salaries	1000-1999		67,635.63	5.70%	67,333.82	5.67%	73,715.02	6.21%	78,322.30	6.60%	94,809.86	7.99%	82,507.56	6.95%	78,581.82	6.62%
Classified Salaries	2000-2999		6,274.76	5.32%	7,141.86	6.06%	7,275.96	6.17%	7,167.28	6.08%	11,752.53	9.96%	10,445.18	8.86%	10,123.68	8.58%
Employee Benefits	3000-3999		40,250.75	5.29%	39,238.31	5.16%	45,048.86	5.92%	46,699.41	6.14%	51,846.17	6.82%	48,968.37	6.44%	48,071.44	6.32%
Books & Supplies	4000-4999		22,947.23	9.04%	779.75	0.31%	1,885.16	0.74%	480.85	0.19%	7,746.84	3.05%	1,455.62	0.57%	887.92	0.35%
Services	5000-5999		73,910.64	10.28%	44,835.37	6.24%	31,650.79	4.40%	33,682.37	4.69%	46,060.53	6.41%	31,570.44	4.39%	40,491.01	5.63%
Capital Outlay	6000-6599		17,409.87	21.39%	17,409.87	21.39%	17,409.87	21.39%	17,409.87	21.39%	1,793.79	2.20%	1,422.12	1.75%	1,422.12	1.75%
Other Outgo	7100-7299			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
Debt Service	7400-7499			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
Interfund Transfers Out	7600-7629			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
All Other Financing Uses	7630-7699			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
TOTAL DISBURSEMENTS			228,428.88	7.32%	176,738.98	5.66%	176,985.66	5.67%	183,762.08	5.89%	214,009.72	6.85%	176,369.29	5.65%	179,577.99	5.75%
BALANCE SHEET ITEMS																
Assets and Deferred Outflows																
Cash Not in Treasury	9200			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
Accounts Receivable	9200	1,375,304.00	1,153,852.00	0.00%	136,618.38	0.00%	(463,705.00)	0.00%	(145,664.70)	0.00%	(145,664.70)	0.00%	(384,072.20)	0.00%	(145,664.70)	0.00%
Prepaid Expenditures	9330	85,964.79	38,467.62	0.00%	615.07	0.00%	282.52	0.00%	(320.99)	0.00%	(6,682.90)	0.00%	286.60	0.00%	(462.83)	0.00%
Capital Assets	94XX	216,164.07	17,409.87	0.00%	17,409.87	0.00%	17,409.87	0.00%	17,409.87	0.00%	(14,436.21)	0.00%	1,422.12	0.00%	1,422.12	0.00%
Other Current Assets				0.00%		0.00%		0.00%	(13,185.04)	0.00%		0.00%		0.00%		0.00%
SUBTOTAL		1,677,432.86	1,209,729.49	0.00%	154,643.32	0.00%	(446,012.61)	0.00%	(141,760.86)	0.00%	(166,783.81)	0.00%	(382,363.48)	0.00%	(144,705.41)	0.00%
Liabilities and Deferred Inflows																
Accounts Payable	9500	85,964.79	(77,207.23)	0.00%	23,734.15	0.00%	98,528.02	0.00%	4,081.42	0.00%	(10,203.17)	0.00%	(1,910.49)	0.00%	(6,894.56)	0.00%
Current Loans	9640			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
Unearned Revenue	9650			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%
Other Liabilities	9650			0.00%		0.00%		0.00%		0.00%		0.00%	(100,000.00)	0.00%		0.00%
SUBTOTAL		85,964.79	(77,207.23)	0.00%	23,734.15	0.00%	98,528.02	0.00%	4,081.42	0.00%	(10,203.17)	0.00%	(101,910.49)	0.00%	(6,894.56)	0.00%
TOTAL BALANCE SHEET ITEMS			1,286,936.72	0.00%	130,909.17	0.00%	(544,540.63)	0.00%	(145,842.28)	0.00%	(156,580.64)	0.00%	(280,452.99)	0.00%	(137,810.85)	0.00%
NET INCREASE/DECREASE			1,102,280.84		(4,769.19)		(257,721.29)		(183,939.66)		(224,925.66)		(63,596.08)		(149,789.14)	
ENDING CASH BALANCE			1,102,280.84		1,097,511.65		839,790.36		655,850.70		430,925.04		367,328.96		217,539.82	



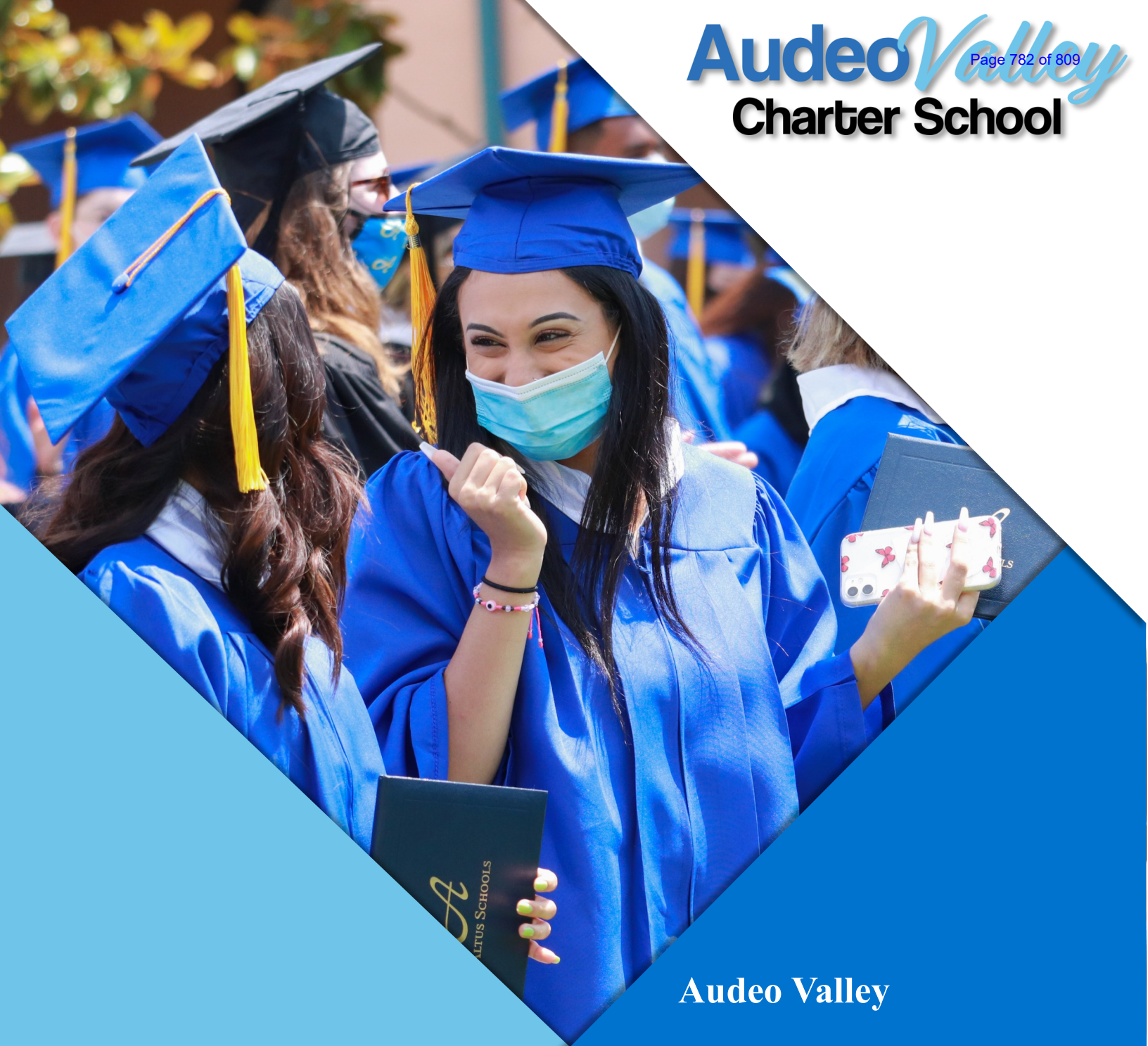
OBJECT		February Estimated	% Bud	March Estimated	% Bud	April Estimated	% Bud	May Estimated	% Bud	June Estimated	% Bud	Estimated Accrual	Total	Projected Budget	Difference
Beginning Cash Balance		217,539.82		73,857.39		752,335.05		1,410,382.71		2,061,303.01			-	-	
RECEIPTS															
LCFF Sources		379,182.00	13.88%	427,218.00	15.64%	379,182.00	13.88%	379,182.00	13.88%	(84,329.42)	-3.09%		2,732,267.00	2,732,267.00	-
LCFF Principal Apportionment	8010-8019														
Education Protection Account	8010-8019														
Property Taxes	8020-8079	18,843.60	7.21%	41,621.97	15.92%	20,810.98	7.96%	20,810.98	7.96%	20,810.98	7.96%	20,810.99	261,482.00	261,482.00	-
Miscellaneous Funds	8080-8099		0.00%		0.00%		0.00%		0.00%		0.00%		-	-	-
Federal Revenue	8100-8299		0.00%		0.00%		0.00%		0.00%	64,911.00	100.00%		64,911.00	64,911.00	-
State Revenue			0.00%		0.00%		0.00%		0.00%		0.00%		-	-	-
Lottery	8560		0.00%		0.00%		0.00%		0.00%		0.00%		-	-	-
Other State Revenue	8300-8599	35,450.00	15.77%	43,690.00	19.44%	35,450.00	15.77%	35,450.00	15.77%	35,449.00	15.77%	8,240.00	224,758.00	224,758.00	-
Local Revenue			0.00%		0.00%		0.00%		0.00%		0.00%		-	-	-
Interest	8660		0.00%		0.00%	1,200.00	50.00%		0.00%	1,200.00	50.00%		2,400.00	2,400.00	-
Other Local Revenue	8600-8799		0.00%		0.00%	420.00	42.00%		0.00%	420.00	42.00%		1,000.00	1,000.00	-
Interfund Transfers In	8910-8929		0.00%		0.00%		0.00%		0.00%		0.00%		-	-	-
All Other Financing Sources	8930-8979		0.00%		0.00%		0.00%		0.00%		0.00%		-	-	-
TOTAL REVENUES		433,475.60	13.19%	512,529.97	15.59%	437,062.98	13.30%	435,442.98	13.25%	38,461.56	1.17%	29,050.99	3,286,818.00	3,286,818.00	-
DISBURSEMENTS															
Certificated Salaries	1000-1999	85,714.15	7.22%	134,269.51	11.31%	133,118.23	11.21%	138,076.94	11.63%	153,163.16	12.90%		1,187,248.00	1,187,248.00	-
Classified Salaries	2000-2999	11,388.24	9.66%	10,745.23	9.11%	11,745.23	9.96%	11,560.23	9.80%	12,323.82	10.45%		117,944.00	117,944.00	-
Employee Benefits	3000-3999	46,271.75	6.09%	97,138.49	12.78%	97,230.09	12.79%	98,163.71	12.91%	101,437.65	13.34%		760,365.00	760,365.00	-
Books & Supplies	4000-4999	19,321.48	7.61%	47,174.68	18.58%	47,174.68	18.58%	47,174.68	18.58%	56,835.11	22.39%		253,864.00	253,864.00	-
Services	5000-5999	37,135.66	5.17%	90,664.58	12.62%	90,864.58	12.64%	90,664.58	12.62%	107,163.45	14.91%		718,694.00	718,694.00	-
Capital Outlay	6000-6599	1,422.12	1.75%	1,422.12	1.75%	1,422.12	1.75%	1,422.12	1.75%	1,422.01	1.75%		81,388.00	81,388.00	0.00
Other Outgo	7100-7299		0.00%		0.00%		0.00%		0.00%		0.00%		-	-	-
Debt Service	7400-7499		0.00%		0.00%		0.00%		0.00%	2,975.00	100.00%		2,975.00	2,975.00	-
Interfund Transfers Out	7600-7629		0.00%		0.00%		0.00%		0.00%		0.00%		-	-	-
All Other Financing Uses	7630-7699		0.00%		0.00%		0.00%		0.00%		0.00%		-	-	-
TOTAL DISBURSEMENTS		201,253.40	6.45%	381,414.61	12.22%	381,554.93	12.22%	387,062.26	12.40%	435,320.20	13.94%	-	-	3,122,478.00	1.00
BALANCE SHEET ITEMS															
Assets and Deferred Outflows															
Cash Not in Treasury	9200		0.00%		0.00%		0.00%		0.00%		0.00%		-	-	-
Accounts Receivable	9200	(433,475.60)	0.00%	601,026.84	0.00%	601,026.84	0.00%	601,026.84	0.00%		0.00%		-	-	-
Prepaid Expenditures	9330	(2,013.78)	0.00%	90.65	0.00%	90.65	0.00%	90.62	0.00%	395.45	0.00%	55,126.11	-	-	-
Capital Assets	94XX	1,422.12	0.00%	1,422.12	0.00%	1,422.12	0.00%	1,422.12	0.00%	1,422.01	0.00%	151,006.07	-	-	-
Other Current Assets			0.00%		0.00%		0.00%		0.00%		0.00%	13,185.04	-	-	-
SUBTOTAL		(434,067.26)	0.00%	602,539.61	0.00%	602,539.61	0.00%	602,539.58	0.00%	1,817.46	0.00%	219,317.22	-	-	-
Liabilities and Deferred Inflows															
Accounts Payable	9500	(58,162.63)	0.00%	55,177.31	0.00%		0.00%		0.00%	13,696.06	0.00%	45,125.91	-	-	-
Current Loans	9640		0.00%		0.00%		0.00%		0.00%		0.00%		-	-	-
Unearned Revenue	9650		0.00%		0.00%		0.00%		0.00%		0.00%		-	-	-
Other Liabilities	9650		0.00%		0.00%		0.00%		0.00%	(150,000.00)	0.00%		250,000.00	(250,000.00)	
SUBTOTAL		(58,162.63)	0.00%	55,177.31	0.00%	-	0.00%	-	0.00%	(136,303.94)	0.00%	45,125.91	250,000.00	-	(250,000.00)
TOTAL BALANCE SHEET ITEMS		(375,904.63)	0.00%	547,362.30	0.00%	602,539.61	0.00%	602,539.58	0.00%	138,121.40	0.00%	174,191.31	-	-	250,000.00
NET INCREASE/DECREASE		(143,682.43)		678,477.66		658,047.66		650,920.30		(258,737.24)		203,242.30		164,340.00	249,999.00
ENDING CASH BALANCE		73,857.39		752,335.05		1,410,382.71		2,061,303.01		1,802,565.77					



CDS Number:	33-10330-0140780	Charter Name:	Audeo Valley Charter School
Contact Name:	William Berry	Authorizer:	Riverside County Office of Education

SECOND INTERIM REPORT ASSUMPTIONS	2021-22	2022-23	2023-24
<b>Projected Enrollment</b>			
Grades K-3			
Grades 4-6	18	18	18
Grades 7-8	39	39	39
Grades 9-12	204	204	204
Total Enrollment	261	261	261
Percent Change Over Prior Year	--	0.00%	0.00%
<b>Projected P-2 ADA</b>			
Grades K-3			
Grades 4-6	17	17	17
Grades 7-8	37	37	37
Grades 9-12	193	193	193
Total ADA	248	248	248
Percent Change Over Prior Year	--	0.00%	0.00%
<b>ADA to Enrollment Ratio</b>	<b>0.95</b>	<b>0.95</b>	<b>0.95</b>
<b>Staffing</b>			
Number of Teachers (FTE)	10.75	12.25	12.25
Average Teacher Cost (Salary and Benefits)	\$91,602.00	\$96,274.00	\$100,169.00
Step and Column Increase			
Health and Welfare Cost per Employee	\$26,989	\$26,989	\$26,989
STRS Rates for Certificated Employees	16.92%	19.10%	19.10%
PERS Rates used for Classified Employees	22.91%	26.10%	27.10%
<b>Classroom Staffing Ratio</b>			
	24.28	21.31	21.31
<b>Facilities</b>			
Rent/Lease	\$205,416.00	\$206,829.00	\$211,387.00
Electricity	\$12,586.00	\$13,215.00	\$13,876.00
Heating & Gas			
Other			
<b>Administrative Service Agreements</b>			
Oversight Fees to Authorizer (1 or 3 percent)	\$29,937.49	\$31,530.78	\$32,670.66
Administrative Services Contract			
Other			
<b>Other Major Expenditure Assumptions</b>			
<b>Other Major Revenue Assumptions</b>			

Electricity and heating &amp; gas are billed by the same vendor



**Audeo Valley**

***Dashboard Alternative  
School Status (DASS)  
Application***

**2022, 2023, 2024  
Dashboards**

### **Dashboard Alternative School Status Application**

The following documents are included in this item:

1. **Dashboard Alternative School Status Program:** This document is an overview of the DASS program, the eligibility criteria, and DASS participation instructions.
2. **Dashboard Alternative School Status Eligibility Summary:** This document provides a summary of the school's eligibility to participate in the DASS program.
3. **DASS Participation Form – Online Survey:** This document is a copy of the Online Survey of Part 1 of the DASS Participation process. The online survey was submitted on 02/04/2022. This includes school information and the percentage unduplicated students enrolled for each of the eligibility criteria.
4. **Dashboard Alternative School Status (DASS) Eligibility Certification:** This form certifies that the percentages of high-risk students stated on the DASS Participation Form are true and correct. Signatures of the school principal, county or district superintendent or charter school administrator, and board president are required.

## **Dashboard Alternative School Status (DASS)**

### **Dashboard Alternative School Status background**

In 2013, California's accountability system significantly changed with the adoption of the Local Control Funding Formula (LCFF). This new accountability system, the California School Dashboard (Dashboard), contains state indicators and standards to help identify a school's strengths, weaknesses, and areas in need of improvement. Because these state indicators and standards were developed for traditional (non-alternative) schools, the State Board of Education (SBE) and stakeholders raised concerns that the state indicators and standards did not fairly evaluate the success or progress of alternative schools that serve high-risk students.

The Dashboard Alternative School Status (DASS) program replaces the previously administered Alternative Schools Accountability Model (ASAM) and holds alternative schools and alternative schools of choice accountable for modified methods of measurement for accountability indicators, when appropriate. The State Board of Education (SBE) will continue to take action on how to incorporate new modified methods in the Dashboard for future releases.

### **DASS Eligibility Criteria for Charter Schools that Serve High-Risk Students**

The DASS criteria requires the school to have an **unduplicated** count of at least 70 percent of the school's total enrollment (upon first entry to the school) comprised of high-risk student groups to be eligible for DASS. The high-risk groups include the following:

- **Expelled** (EC Section 48925[b]) including situations in which enforcement of the expulsion order was suspended (EC Section 48917)
- **Suspended** (EC Section 48925[d]) more than 10 days in a school year
- **Wards of the Court** (Welfare and Institution Code [WIC] Section 601 or 602) or dependents of the court (WIC Section 300 or 654)
- **Pregnant and/or Parenting**
- **Recovered Dropouts** – State Board of Education (SBE) defines recovered dropouts based on EC Section 52052.3(b) as students who: (1) are designated as dropouts pursuant to the exit and withdraw codes in the California Longitudinal Pupil Achievement Data System (CALPADS), or (2) left school and were not enrolled in a school for a period of 180 days
- **Habitually Truant** (EC Section 48262) or Habitually Insubordinate and Disorderly whose attendance at the school is directed by a school attendance review board or probation officer (EC Section 48263)
- **Retained more than once** in kindergarten through grade eight

- Students who are **credit deficient** (i.e., students who are one semester or more behind in the credits required to graduate on-time, per grade level, from the enrolling school's credit requirements)
- Students with a **gap in enrollment** (i.e., students who have not been in any school during the 45 days prior to enrollment in the current school, where the 45 days does not include non-instructional days such as summer break, holiday break, off-track, and other days when a school is closed)
- Students with **high level transiency** (i.e., students who have been enrolled in more than two schools during the past academic year or have changed secondary schools more than two times since entering high school)
- **Foster Youth** (EC Section 42238.01[b])
- **Homeless Youth**

## **DASS Participation Instructions**

### Part 1: Completing and Submitting the DASS Survey

Part One of the DASS application process is an online survey, which will open on January 18, 2022 and close on February 28, 2022. When determining a school's percentage of high-risk students for DASS eligibility, please use the school's current enrollment at the time of application. A student is considered high-risk if they meet one of the high-risk criteria approved by the State Board of Education upon first enrollment at the school. Students who become high-risk after initial enrollment should not be included. Once the survey has been submitted, the individual listed as the DASS coordinator will receive instructions by email within two business days for completing Part Two of the DASS application. Final approval of the DASS application is contingent upon completion of Part Two.

### Part2: Submitting Supporting Documents Approved by the Local District Governing Board

All required supporting documents need to be uploaded to the Assigned Box.com Folder by June 30, 2022. To ensure that you meet this timeline, please take the DASS eligibility certification to your local district governing boards by or before June

1. Obtain signatures of the school principal, county or district superintendent or charter school administrator, and local board president on the DASS Eligibility Certification Form, which is located in your assigned Box.com folder.
2. A copy of the board agenda and minutes that indicates the approval of the DASS eligibility certification. The local district governing board or the charter school board must certify that the school's enrollment meets the DASS criteria in a board agenda item.

If the school's DASS eligibility was certified by the charter school board, a letter must be sent to the charter's authorizing governing board notifying them of their DASS eligibility. A copy of the notification letter must also be submitted to the CDE.

Once all of a school's required supporting documents have been uploaded, CDE staff will send a confirmation e-mail to the school's DASS coordinator.

### **Terms of DASS Participation**

All DASS participants must maintain documentation of the 70 percent of students reflected on their DASS Application. The CDE will conduct annual reviews and the failure to provide such documentation may result in termination of the school's DASS.

All schools voluntarily participating in the DASS program will be required to re-certify their high-risk student enrollments every three years (i.e., if a school is approved in 2017–18 to participate in DASS for the 2018 Dashboard, this school must reapply in the 2020–21 to continue their participation in DASS for the 2021 Dashboard). If a school fails to re-certify its high-risk student enrollment or the school's enrollment of high-risk students fall below 70 percent, the school will be removed from DASS.



For a California school to apply to participate in the Dashboard Alternative School Status (DASS) program they must first certify that their high-risk student enrollment equals at least 70 percent unduplicated count high-risk student groups.

Audeo Valley Charter School, which first opened on July 1, 2021 is currently in the process of completing the initial DASS application. Part 1 of the DASS application is an online survey. Audeo Valley Charter School submitted Part 1 of its initial DASS application on February 4, 2022. The following percentages in **Table 1** were submitted on the online survey.

<b>Audeo Valley's Percent of Students Enrolled 02/04/2022 by Eligibility Criteria</b>		
	<b>Number of Unduplicated Students</b>	<b>Percent of Unduplicated Students</b>
<b>Expelled</b>	0	0.0%
<b>Suspended</b>	1	0.4%
<b>Wards of the Court</b>	0	0.0%
<b>Pregnant and/or Parenting</b>	2	.81%
<b>Habitually Truant</b>	58	23.48%
<b>Retained more than once in K-8</b>	12	4.86%
<b>Recovered dropouts</b>	1	0.4%
<b>Credit Deficient</b>	89	36.03%
<b>Enrollment Gap</b>	0	0.0%
<b>High Level of Transiency</b>	27	10.93%
<b>Foster Youth</b>	0	0.0%
<b>Homeless Youth</b>	0	0.0%
<b>Total Unduplicated Count</b>	<b>190</b>	<b>76.92%</b>
<b>Enrollment as of 02/04/2022</b>	<b>247</b>	

**Table 1. Unduplicated Students Served by Eligibility Criteria**

Audeo Valley Charter School's enrollment as of 02/04/2022 was 247 students. Audeo Valley's unduplicated percentage of high-risk students is 76.92%. The top criteria students meet are credit deficient (36.03%) and habitually truant (23.48%).

The DASS application only allows students to count in one high-risk criteria category. However, many students meet multiple criteria.

<b>Audeo Valley Charter School Students by Number of Eligible DASS Criteria</b>		
	<b>#</b>	<b>%</b>
<b>Students who Meet 1 Criteria</b>	190	76.92%
<b>Students that Meet 2 Criteria</b>	73	29.56%
<b>Students that Meet 3 Criteria</b>	13	5.26%
<b>Students that Meet 4 or More Criteria</b>	2	0.81%

***Table 2. Students Meeting One or More High-risk Criteria***

**Table 2** indicates the percent of students who qualify in one, two, three, or four or more high-risk categories. Approximately 29.56% of unduplicated students counted meet the criteria in two or more categories.

Evidence of students meeting the DASS criteria is collected upon first enrollment at the school. This documentation is reviewed prior to submitting Part 1 of the DASS Survey. Detailed documentation for each student is readily available.



[Accessible Version](#)



## 2022 DASS Part 1 Survey

### Dashboard Alternative School Status Online Survey

#### Analysis Measurement, and Accountability Reporting Division (AMARD)

Alternative schools of choice and charter schools who are currently not participating in the Dashboard Alternative School Status (DASS) program or DASS schools who are up for their 3-year DASS cycle renewal must complete a two-part application process to be considered for DASS participation. This online survey is Part 1 of the DASS application process and requests information about the school's high-risk student population. This survey should be completed by the school's designated DASS Coordinator who will serve as the liaison between the school and the California Department of Education (CDE) DASS Team. Once the survey is completed, the DASS Coordinator will receive an email within two business days containing instructions for completing Part 2 of the application.

To be eligible for DASS status, schools must have an unduplicated count of high-risk students that comprise at least 70 percent of the school's total enrollment. (Note: a student must meet one of the high-risk criteria upon first entry into the school). **Complete all fields before submitting.**

Part 2 asks for the electronic submission of specific supporting documents, including Local Governing School Board or charter governing board approval, to the CDE DASS Team through an online document mailbox using Box.com. Once Part 1 has been completed, the DASS Coordinator will receive an e-mail containing instructions for accessing their school's Box.com electronic folder and uploading their supporting documents.

The deadline for submitting Part 1 of the DASS for the 2022 California School Dashboard release is **February 28, 2022**. The deadline for submitting Part 2 is **June 30, 2022**.

**Note:** Approval of DASS participation is contingent upon completion of Part 2. It is recommended that the DASS application be placed on the local board agenda once the CDE box.com folder invitation for Part 2 supporting documents is accepted.

More information about the DASS application process and terms of participation are available on the [CDE DASS Web page](#).

For questions: DASS Team | [DASS@cde.ca.gov](mailto:DASS@cde.ca.gov) | 916-319-0863

#### 1. New DASS Application or Renewal?

- ☒ *New*
- ☐ *Renewal*

2. **School Type** (check one):

- ☐ *Alternative School of Choice*
- ☒ *Charter School*

3. **School Information**

County-District-School (CDS)  
Code (No hyphens or  
spaces)

33103300140760

County Name

Riverside County

District Name

Riverside County Office of Education

School Name

Audeo Valley Charter School

4. **DASS Coordinator**

First Name

Aaron

Last Name

Smith

Job Title

Administrator of Quality Performance and Planning

E-mail Address

asmith@altusschools.net

Phone Number (999-999-  
9999)

8586783913

Reset

Next

[Accessible Version](#)



## 2022 DASS Part 1 Survey

5. **Provide the percentage of students enrolled for each of the eligibility criteria.**  
Enter "0" if none of your students meet the criteria. Students meeting eligibility criteria must be calculated based on unduplicated counts and status upon first entry to the school. Please count each student once and only in one category. The total percentage (sum of all categories) of high-risk students must be at least 70 percent of the school's total enrollment to be eligible for DASS.

To calculate the percentage for each criteria, divide the number of students in the criteria by the total number of students at the time the survey is completed.

a) **Percentage (%) of students**

**Expelled** (EC Section 48925[b] including situations in which enforcement of the expulsion order was suspended [EC 48917]).

0

b) **Percentage (%) of students**

**Suspended** more than 10 days in a school year (EC Section 48925[d]).

0.4

c) **Percentage (%) of students who**

**are Wards of the Court** ([WIC Section 601 or 602] or dependents of the court [WIC Section 300 or 654]).

0

d) **Percentage (%) of students who are Pregnant and/or Parenting.**

.81

e) **Percentage (%) of Recovered**

**Dropout Students** – SBE define recovered dropouts based on EC Section 52052.3(b) as students who:

(1) are designated as dropouts pursuant to the exit and withdraw codes in the California Longitudinal Pupil Achievement Data System (CALPADS), or (2) left school and were not enrolled in a school for a period of 180 days.

0.4

f) **Percentage (%) of students who**

**are Habitually Truant** (EC Section 48262) or Habitually Insubordinate and Disorderly whose attendance at the school is directed by a school attendance review board or probation officer (EC Section 48263).

23.4

g) **Percentage (%) of students Retained more than once in kindergarten through grade eight.**

h) **Percentage (%) of students who are credit deficient** (defined as, students who are one semester or more behind in the credits required to graduate on-time, per grade level, from the enrolling school's credit requirements).

i) **Percentage (%) of students with a gap in enrollment** (defined as, students who have not been in any school during the 45 days prior to enrollment in the current school, where the 45 days does not include non-instructional days such as summer break, holiday break, off-track, and other days when a school is closed).

j) **Percentage (%) of students with a high level of transiency** (defined as, students who have been enrolled in more than two schools during the past academic year or have changed secondary schools more than two times since entering high school).

k) **Percentage (%) of students who are Foster Youth** (EC Section 42238.01[b]).

l) **Percentage (%) of students who are Homeless Youth.**

**Total Total Percentage (%) of Students meeting DASS Eligibility Criteria**

Thank you for completing this form. Instructions for completing Part 2 will be sent by e-mail within two business days. If you do not receive an e-mail within that timeframe, contact the CDE DASS Team by e-mail at [DASS@cde.ca.gov](mailto:DASS@cde.ca.gov). Select the Submit button below to submit the application to the CDE DASS Team. If the submission is successful you will be redirected to the DASS Web page.

Date Reviewed

Date Approved

Date Denied

Reviewer

**This Certification Covers a Three-Year Period****School Type** (*check one*): ☐ Alternative School of Choice ☒ Charter School**School Information**

33-10330-0140780

Riverside

County-District-School (CDS) Code

County Name

Audeo Valley Charter

Riverside County Office of Education

School Name

District Name

**DASS Coordinator**

Aaron Smith

Administrator of Quality, Performance  
and Planning

Coordinator's Name

Title

858-678-3913

asmith@altusschools.net

Area Code and Phone Number

E-mail Address

**Signatures of Certification**

The undersigned, hereby certify that the percentages of high-risk students stated on the DASS Participation Form are true and correct.

Sharnita Moore



03/09/2022

School Principal's Name

Signature and Date Certified

Tim Tuter



03/09/2022

Superintendent's or  
Charter School Administrator's Name

Signature and Date Certified

Gregg Haggart

Board President's Name

Signature and Date Certified

**Note:** This form and all supporting documents must be submitted to CDE for DASS Participation.

Fiscal Year Ending June 30, 2022

## CHARTER SCHOOL INTERIM BUDGET REPORT

- ☐ First Interim/October 31st  
☒ Second Interim/January 31st

Charter School Name: Grossmont Secondary School

CDS #: 37770990136077

Charter Approving Entity: State Board of Education

County: San Diego

Charter #: 1889

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below)

- ☒ **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
☐ **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description			Object Code	Projected Budget			Actual To-Date			
				Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	
A. REVENUES										
1. Revenue Limit Sources										
Local Control Funding Formula				8011	3,735,270.00	3,735,270.00	2,207,815.00		2,207,815.00	
Education Protection Account				8012	63,622.00	63,622.00	34,023.00		34,023.00	
State Aid - Prior Years				8019		0.00			0.00	
Tax Relief Subventions (for rev. limit funded schools)				8020-8039		0.00			0.00	
County and District Taxes (for rev. limit funded schools)				8040-8079		0.00			0.00	
Miscellaneous Funds (for rev. limit funded schools)				8080-8089		0.00			0.00	
Revenue Limit Transfers (for rev. limit funded schools):										
PERS Reduction Transfer				8092		0.00			0.00	
Transfers from Sponsoring LEAs to Charter Schools										
In Lieu of Property Taxes				8096		0.00			0.00	
Other Revenue Limit Transfers				8091, 8097		0.00			0.00	
Total, Revenue Limit Sources					3,798,892.00	0.00	3,798,892.00	2,241,838.00	0.00	2,241,838.00
2. Federal Revenues (see NOTE on last page)										
No Child Left Behind / ESSA				8290		280,985.00	280,985.00	116,869.07	116,869.07	
Special Education - Federal				8181, 8182		41,375.00	41,375.00		0.00	
Child Nutrition - Federal				8220			0.00		0.00	
Other Federal Revenues				8110, 8260-8299		198,688.00	198,688.00	115,050.33	115,050.33	
Total, Federal Revenues					0.00	521,048.00	521,048.00	0.00	231,919.40	231,919.40
3. Other State Revenues										
Charter Schools Categorical Block Grant				8480-8434			0.00		0.00	
Special Education - State				StateRevSE		333,103.00	333,103.00	129,097.00	129,097.00	
All Other State Revenues				StateRevAO	66,244.00	323,334.00	389,578.00	39,405.43	255,001.17	294,406.60
Total, Other State Revenues					66,244.00	656,437.00	722,681.00	39,405.43	384,098.17	423,503.60
4. Other Local Revenues										
All Other Local Revenues				LocalRevAO	24,694.00		24,694.00	10,005.67		10,005.67
Total, Local Revenues					24,694.00	0.00	24,694.00	10,005.67	0.00	10,005.67
5. TOTAL REVENUES					3,889,830.00	1,177,485.00	5,067,315.00	2,291,249.10	616,017.57	2,907,266.67
B. EXPENDITURES										
1. Certificated Salaries										
Teachers' Salaries				1100	988,137.00	540,939.00	1,529,076.00	443,296.41	352,455.37	795,751.78
Certificated Pupil Support Salaries				1200	125,887.00	90,316.00	216,203.00	45,183.12	79,787.79	124,970.91
Certificated Supervisors' and Administrators' Salaries				1300	66,275.00	29,947.00	96,222.00	29,658.06	23,877.10	53,535.16
Other Certificated Salaries				1900	104,863.00	10,491.00	115,354.00	1,286.58	7,626.87	8,913.45
Total, Certificated Salaries					1,285,162.00	671,693.00	1,956,855.00	519,424.17	463,747.13	983,171.30
2. Non-certificated Salaries										
Instructional Aides' Salaries				2100			0.00			0.00
Non-certificated Support Salaries				2200	34,765.00	28,015.00	62,780.00	19,484.13	17,827.69	37,311.82
Non-certificated Supervisors' and Administrators' Sal.				2300	121,255.00	14,501.00	135,756.00	73,018.11	14,023.46	87,041.57
Clerical and Office Salaries				2400	302,524.00	4,685.00	307,209.00	188,536.49	4,684.60	193,221.09
Other Non-certificated Salaries				2900			0.00			0.00
Total, Non-certificated Salaries					458,544.00	47,201.00	505,745.00	281,038.73	36,535.75	317,574.48
3. Employee Benefits										
STRS				3100-3102	222,104.00	105,063.00	327,167.00	94,126.28	69,950.17	164,076.45
PERS				3200-3202	97,052.00	22,367.00	119,419.00	54,239.24	19,827.14	74,066.38
OASDI / Medicare / Alternative				3300-3302	58,198.00	16,378.00	74,576.00	26,666.64	12,476.89	39,143.53
Health and Welfare Benefits				3400-3402	502,547.00	195,854.00	698,401.00	227,378.38	129,552.51	356,930.89
Unemployment Insurance				3500-3502	8,718.00	3,595.00	12,313.00	4,002.04	2,501.72	6,503.76
Workers' Compensation Insurance				3600-3602	19,497.00	8,172.00	27,669.00	9,016.45	5,639.62	14,656.07
Retiree Benefits				3701-3702			0.00			0.00
PERS Reduction (for revenue limit funded schools)				3801-3802			0.00			0.00
Other Employee Benefits				3901-3902			0.00			0.00
Total, Employee Benefits					908,116.00	351,429.00	1,259,545.00	415,429.03	239,948.05	655,377.08
4. Books and Supplies										
Approved Textbooks and Core Curricula Materials				4100	0.00	10,500.00	10,500.00	0.00	3,939.04	3,939.04
Books and Other Reference Materials				4200	0.00	0.00	0.00			0.00
Materials and Supplies				4300	18,362.00	53,822.00	72,184.00	16,373.88	21,083.53	37,457.41
Noncapitalized Equipment				4400	24,577.00	0.00	24,577.00			0.00
Food				4700	3,047.00	2,203.00	5,250.00	241.10	233.15	474.25
Total, Books and Supplies					45,986.00	66,525.00	112,511.00	16,614.98	25,255.72	41,870.70

Fiscal Year Ending June 30, 2022

## CHARTER SCHOOL INTERIM BUDGET REPORT

- ☐ First Interim/October 31st  
☒ Second Interim/January 31st

Charter School Name: Grossmont Secondary School

Description	Object Code	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>5. Services and Other Operating Expenditures</b>							
Travel and Conferences	5200	33,347.00	5,233.00	38,580.00	8,741.23	4,316.65	13,057.88
Dues and Memberships	5300	17,330.00	0.00	17,330.00	11,656.74	0.00	11,656.74
Insurance	5400	26,904.00	100.00	27,004.00	26,453.60	100.00	26,553.60
Operations and Housekeeping Services	5500	67,848.00	26,679.00	94,527.00	15,168.61	23,030.74	38,199.35
Rentals, Leases, Repairs, and Noncap. Improvements	5600	205,684.00	3,160.00	208,844.00	128,864.49	3,160.11	132,024.60
Professional/Consulting Services and Operating Expend.	5800	321,970.00	275,014.00	596,984.00	103,067.75	77,159.77	180,227.52
Communications	5900	26,986.00	42,358.00	69,344.00	1,822.67	34,139.35	35,962.02
Total, Services and Other Operating Expenditures		700,069.00	352,544.00	1,052,613.00	295,775.09	141,906.62	437,681.71
<b>6. Capital Outlay</b>							
(Objects 6100-6170, 6200-6500 for modified accrual basis only)							
Land and Land Improvements	6100-6170			0.00			0.00
Buildings and Improvements of Buildings	6200			0.00			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00			0.00
Equipment	6400			0.00			0.00
Equipment Replacement	6500			0.00			0.00
Depreciation Expense (for accrual basis only)	6900	173,052.00		173,052.00	106,946.83		106,946.83
Total, Capital Outlay		173,052.00	0.00	173,052.00	106,946.83	0.00	106,946.83
<b>7. Other Outgo</b>							
Tuition to Other Schools	7110-7143			0.00			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00			0.00
All Other Transfers	7281-7299			0.00			0.00
Transfers of Indirect Costs	7300-7399	(10,790.00)	10,790.00	0.00	(5,806.62)	5,806.62	0.00
Debt Service:							
Interest	7438	2,828.00		2,828.00	1,419.42		1,419.42
Principal (for modified accrual basis only)	7439			0.00			0.00
Total, Other Outgo		(7,962.00)	10,790.00	2,828.00	(4,387.20)	5,806.62	1,419.42
<b>8. TOTAL EXPENDITURES</b>		3,562,967.00	1,500,182.00	5,063,149.00	1,630,841.63	913,199.89	2,544,041.52
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		326,863.00	(322,697.00)	4,166.00	660,407.47	(297,182.32)	363,225.15
<b>D. OTHER FINANCING SOURCES / USES</b>							
1. Other Sources	8930-8979	436,108.00		436,108.00	436,108.42		436,108.42
2. Less: Other Uses	7630-7699			0.00			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(220,349.38)	220,349.38	0.00			0.00
<b>4. TOTAL OTHER FINANCING SOURCES / USES</b>		215,758.62	220,349.38	436,108.00	436,108.42	0.00	436,108.42
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		542,621.62	(102,347.62)	440,274.00	1,096,515.89	(297,182.32)	799,333.57
<b>F. FUND BALANCE, RESERVES</b>							
1. Beginning Fund Balance							
a. As of July 1	9791	3,087,777.11	133,041.86	3,220,818.97	3,087,777.11	133,041.86	3,220,818.97
b. Adjustments/Restatements to Beginning Balance	9793, 9795			0.00			0.00
c. Adjusted Beginning Balance		3,087,777.11	133,041.86	3,220,818.97	3,087,777.11	133,041.86	3,220,818.97
2. Ending Fund Balance, June 30 (E + F1c)		3,630,398.73	30,694.24	3,661,092.97	4,184,293.00	(164,140.46)	4,020,152.54
Components of Ending Fund Balance (Optional):							
Reserve for Revolving Cash (equals object 9130)	9711			0.00	0.00	0.00	0.00
Reserve for Stores (equals object 9320)	9712			0.00	0.00	0.00	0.00
Reserve for Prepaid Expenditures (equals object 9330)	9713			0.00	64,923.39	825.99	65,749.38
Reserve for All Others	9719			0.00			0.00
General Reserve	9730			0.00			0.00
Legally Restricted Balance	9740			0.00			0.00
Designated for Economic Uncertainties	9770 *			0.00			0.00
Other Designations	9775, 9780			0.00			0.00
Undesignated / Unappropriated Amount	9790 *	3,630,398.73	30,694.24	3,661,092.97	4,119,369.61	(164,966.45)	3,954,403.16
* Percent of Total Expenditures and Other Uses		71.70%	0.61%	72.31%	161.92%	-6.48%	155.44%



Fiscal Year Ending June 30, 2022

## CHARTER SCHOOL INTERIM BUDGET REPORT

- ☐ First Interim/October 31st  
☒ Second Interim/January 31st

Charter School Name: Grossmont Secondary School

Description	Object Code	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>G. ASSETS</b>							
1. Cash							
In County Treasury	9110	3,361,161.19	162,213.90	3,523,375.09			
Fair Value Adjustment to Cash in County Treasury	9111			0.00			
In Banks	9120	625,567.19	(340,059.43)	285,507.76			
In Revolving Fund	9130			0.00			
With Fiscal Agent	9135			0.00			
Collections Awaiting Deposit	9140			0.00			
2. Investments	9150			0.00			
3. Accounts Receivable	9200	353.25		353.25			
4. Due from Grantor Government	9290	1,222.46	42,774.07	43,996.53			
5. Stores	9320			0.00			
6. Prepaid Expenditures (Expenses)	9330	64,923.39	825.99	65,749.38			
7. Other Current Assets	9340	8,541.98		8,541.98			
8. Capital Assets (for accrual basis only)	9400-9499	253,854.02		253,854.02			
9. TOTAL ASSETS		4,315,623.48	(134,245.47)	4,181,378.01			
<b>H. LIABILITIES</b>							
1. Accounts Payable	9500	79,412.75	722.95	80,135.70			
2. Due to Grantor Government	9590			0.00			
3. Current Liabilities	9641	9,268.72		9,268.72			
4. Deferred Revenue	9650		29,172.04	29,172.04			
5. Long-Term Liabilities (for accrual basis only)	9660-9669	42,649.01		42,649.01			
6. TOTAL LIABILITIES		131,330.48	29,894.99	161,225.47			
<b>I. FUND BALANCE</b>							
Ending Fund Balance, June 30 (G9-H6) (must agree with Line F2)		4,184,293.00	(164,140.46)	4,020,152.54			



## A-G Completion Improvement Grant Plan

Local Educational Agency (LEA) Name	Total Grant Allocation
Grossmont Secondary School	Unavailable, expected by March 2022

## Plan Descriptions

**A description of how the funds will be used to increase or improve services for foster youth, low-income students, and English learners to improve A-G eligibility**

Grossmont Secondary School (GSS) is an educational option that serves students in grades 7-12. GSS provides an innovative educational experience focused on supporting the needs of students whose futures are at risk because traditional methods have failed them. It is important to note that GSS is identified by the California Department of Education (CDE) as **Dashboard Alternative School Status (DASS)**. To be eligible for DASS, schools must have an unduplicated count of at least 70 percent of the school's total enrollment (upon first entry to the school) comprised of high-risk student groups. Therefore, most students in grades 9-12 who enroll at GSS are credit deficient and are at risk of not graduating high school on time.

As students and families enroll at GSS, they inform teachers, counselors and administrators via surveys and conferences that their primary goal is to finish high school and start their post-secondary pathway at a local community college. While GSS is equipped to educate and prepare students for multiple college and career pathways, including eligibility to enter four-year universities, most students and families are interested in local community colleges.

GSS is committed to helping each student meet their academic goals. This includes enhanced educational services and programs focused on improving the number of students who satisfy A-G requirements, with an emphasis on foster youth, low-income students, and English learners. GSS has engaged educational partners, including teachers, staff, students, parents, and family members to develop an A-G Completion Improvement Plan. Meaningful feedback was collected through multiple collaborative settings including surveys, conversations, school events, meetings, and training. Some of the most meaningful feedback was collected during School Site Council Meetings. At this collaborative venue, teachers, staff, students, and parents participated in a Needs Assessment: analyzed school A-G completion data, discussed achievement gaps, focused on current rates of achievement and the ideal rates of growth. Furthermore, educational partners discussed current programs and services designed to help students meet A-G requirements and how the School can enhance these approaches.

Based upon feedback collected from educational partners and a Needs Assessment, the School engaged in an in-depth selection process to

identify allowable activities that build capacity, are evidence based, and address the School's need to increase A-G eligibility. GSS plans to implement the following educational actions and services with A-G Completion Improvement Grant funds:

- Low-ratio, high frequency tutoring for students focused on increasing credit completion in A-G coursework
- Additional paraprofessionals to aid in supplemental tutoring sessions designed for students repeating coursework which they earned less than a 'C' average at their prior school
- Expansion of AVID program, including additional tutors to maintain small group instruction and increased student participation
- Creation of new engaging and supportive A-G approved courses
- Specialized professional development provided to academic counselors, and Equity and Inclusion Department to acquire evidence-based strategies that promotes a 'college going mindset' for the school community
- Professional development for teachers and department chairs to design and implement UC A-G courses
- Improved A-G coursework monitoring system and tools for credentialed staff
- Mental health and social-emotional learning programs and services that promote life skills, wellness, positive behaviors and resiliency in achieving personal goals
- Partner with local universities, colleges, and non-profit organizations to provide informational and planning workshops related to A-G requirements and benefits available to the school community
- Design and disseminate marketing materials to the school community, including flyers, newsletters and social media content that encourages student participation in A-G programs
- Additional family engagement opportunities through Open House Events, Senior Night Events, ELAC, SSC, and Family Learning Series events to explain and promote A-G completion
- Financial assistance for underserved student groups to encourage registration in alternate A-G completion, including dual enrollment, articulation, and AP Exams

**A description of the extent to which all students, including foster youth, low-income students, and English learners, will have access to A-G courses approved by the University of California.**

All students, including foster youth, low-income, and English Learners have access to A-G courses through the A-G transcript audits and the yearly meetings that the counselor has with teachers reviewing their A-G course plans for each student. Three times a year, the counselor, instructional lead, and teacher review each student's transcript that has been translated on a credit audit. This ensures that correct and intentional course planning is occurring throughout the school year. Additionally, all core courses are on the UC A-G list along with the majority of Career Technical Education (CTE) courses (all CTE Pathways courses), all Visual and Performing Arts (VAPA) and Languages Other Than English (LOTE) courses, and many other general electives. These processes, along with the plethora of A-G approved course options, allows all students, including foster youth, low-income, and English Learners to have access to A-G courses.

**The number of students who were identified for opportunities to retake A-G approved courses in which they received a “D”, “F”, or “Fail” grade in the 2020 spring semester or the 2020-21 school year and a description of the method used to offer the opportunity retake courses.**

Upon student enrollment, our academic counselors review all transcripts and create a personalized pathways education plan. This customized course plan considers any D's or F's the student received and the graduation plan the student is pursuing. Due to the individualized and personalized nature of our program, students often come to us needing to remediate previously failed coursework and catch up to their grade level peers. Currently, 69% of GSS are credit deficient when enrolling. This percentage reflects the students who enroll at GSS with D's or F's on their high school transcript. All students can work towards an A-G diploma and retake A-G approved courses in which they received a “D”, “F” or “Fail” grade. Students retaking A-G approved courses in which they received a “D”, “F”, or “Fail” grade in the past will receive additional support in the course/s they are retaking through individualized tutoring. These students will also receive course planning guidance through Counseling Services. They will have the opportunity to take the course in a pre-test format to demonstrate prior knowledge and only focus on remediating the content they do not show proficiency in.

**A description of how the plan and described services, and associated expenditures, if applicable, supplement services in the Local Control and Accountability Plan and Learning Recovery Plan.**

GSS's 2021-22 board approved LCAP contains five well-developed goals that are specific, measurable and time bound. Each goal is specific to a certain element of the educational program, including instruction, curriculum, professional development, school climate and engagement opportunities of educational partners. The narrative below will explain how the school plans to use A-G Completion Improvement Grant funds to supplement specific LCAP Goals and services.

LCAP Goal 1 is focused on providing personalized instruction to students that will improve student outcomes related to academic engagement and performance. This personalized instructional approach includes one-on-one and small group tutoring, provided virtually or in-person by teachers, depending on the preference of students and families. In addition, GSS provides additional tutoring opportunities for underserved student groups and/or students at-risk of failing. GSS plans to use A-G Completion Improvement Grant funds to further expand these tutoring opportunities, with a focus on providing the same tutors to students throughout the year. In addition, this expanded tutoring approach will support low-ratio, high-frequency meetings. The central goal of this expanded tutoring approach is to support high school students with the successful and timely completion of A-G coursework and/or added support to students earning a “D” or “F” in a prior school.

LCAP Goal 2 is focused on providing a rigorous course of study, aligned to California content standards and accessible to all students. The School provides all students with access to core courses that are A-G approved and advanced coursework, including honors and Advanced Placement (AP). In addition, each student has an academic counselor who supports the development of a personalized course plan and provides frequent opportunities to meet throughout the school year to discuss progress towards meeting college/career pathways. The school plans to use A-G

Completion Improvement Grant funds to design and develop new A-G courses that are both rigorous, engaging, and supportive. A-G Completion Improvement Grant funds can also supplement the payment of fees for students interested in taking AP exams and dual enrollment opportunities at community colleges.

LCAP Goal 3 aims to provide a data informed professional learning system to increase effectiveness of school staff meeting the unique educational needs of each student. Trainings include, knowledge of content standards, implementation of the English Learner Plan, effective use of technology, trauma informed practices for schools, Career Technical Education and more. The School will utilize A-G Completion Improvement Grant funds to expand training offerings to counselors and Equity and Inclusion staff, with an emphasis on evidence-based strategies that promote a 'university going mindset' for students and families. With this expanded training, counselors and staff will be equipped to implement these strategies and monitoring tools/methods in one-on-one counseling sessions with students and families and in information workshops delivered through the School's Family Learning Series. Counselors can also share strategies with teachers that will influence and impact the way they provide instruction and converse with students and families related to post-secondary plans.

LCAP Goal 4 is centered on providing a safe environment and supportive school culture for all educational partners. Some of the key services related to this goal include nursing services for physical health needs and licensed mental health therapists to provide counseling services to students. The School plans to use A-G Completion Improvement Grant funds to expand opportunities for students to participate in counseling and informational sessions related to mental and physical health. This expanded wellness program will be a multi-faceted approach that is proactive in maintaining wellness, but also responding to the unique needs of the students as they are identified. These added counseling services and informational sessions will support consistent student attendance, positive behaviors and increased achievement in school which will lead to improved completion of A-G requirements.

LCAP Goal 5 is focused on providing innovative, engaging and community-based resource centers that support the needs of students and families. Some of the key services embedded within Goal 5 include formal engagement opportunities, Family Learning Series, Bus Pass Program, and materials/resources that are accessible to non-English speaking families. The school plans to use A-G Completion Improvement Grant funds to partner with local colleges, universities, and non-profits with expertise in providing ongoing informational workshops focused on college preparation and access. Topics will include, but are not limited to, financial aid assistance, scholarships, benefits and what to expect. The school will also utilize A-G Completion Improvement Grant funds to create engaging flyers, handouts, and newsletters, in multiple languages and formats, focused on creating a college going mindset and recruitment of students and parents to attend workshops related to college preparation and planning.

## **Plan Expenditures**

Programs and services to increase or improve A-G completion	Planned Expenditures
<b>Instruction:</b> Low-ratio, high frequency academic tutoring opportunities for students focused on supporting student achievement in A-G coursework; expansion of AVID programs that promote college planning and readiness	Unavailable, expected Mar-22
<b>Curriculum:</b> Design new and engaging curriculum that is aligned to California content standards and receive A-G approval	Unavailable, expected Mar-22
<b>Professional Learning:</b> Professional development for teachers, counselors and staff related to building capacity to implement strategies and monitoring tools that will promote a 'college going mindset'	Unavailable, expected Mar-22
<b>Mental Health and Social Emotional Learning:</b> Counseling services and wellness programs that promote positive student behaviors, interactions, relationships and resiliency	Unavailable, expected Mar-22
<b>Community Partnerships:</b> Partner with colleges, universities, non-profits, and local organizations that can provide informational and counseling sessions related to college preparation and meeting A-G requirements	Unavailable, expected Mar-22
<b>Marketing and Recruitment:</b> Marketing materials and expenses related to the creation of flyers, newsletters and social media content that promote A-G completion	Unavailable, expected Mar-22
<b>Other:</b> Financial assistance for underserved student groups that promote successful completion of A-G requirements	Unavailable, expected Mar-22

Fiscal Year Ending June 30, 2022

- ☐ First Interim/October 31st  
☒ Second Interim/January 31st

## CHARTER SCHOOL INTERIM BUDGET REPORT

Charter School Name: Sweetwater Secondary School

CDS #: 37 77107 0136473

Charter Approving Entity: State Board of Education

County: San Diego

Charter #: 1903

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below)

- ☒ **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
☐ **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description		Projected Budget			Actual To-Date		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>A. REVENUES</b>							
1. Revenue Limit Sources							
Local Control Funding Formula	8011	4,007,873.00		4,007,873.00	1,955,073.00		1,955,073.00
Education Protection Account	8012	70,076.00		70,076.00	31,005.00		31,005.00
State Aid - Prior Years	8019			0.00			0.00
Tax Relief Subventions (for rev. limit funded schools)	8020-8039			0.00			0.00
County and District Taxes (for rev. limit funded schools)	8040-8079			0.00			0.00
Miscellaneous Funds (for rev. limit funded schools)	8080-8089			0.00			0.00
Revenue Limit Transfers (for rev. limit funded schools):							
PERS Reduction Transfer	8092			0.00			0.00
Transfers from Sponsoring LEAs to Charter Schools							
In Lieu of Property Taxes	8096			0.00			0.00
Other Revenue Limit Transfers	8091, 8097			0.00			0.00
Total, Revenue Limit Sources		4,077,949.00	0.00	4,077,949.00	1,986,078.00	0.00	1,986,078.00
2. Federal Revenues (see NOTE on last page)							
No Child Left Behind (Title I, II, III, etc.) / Every Student Succeeds Act	8290		104,953.00	104,953.00		31,143.00	31,143.00
Special Education - Federal	8181, 8182		44,750.00	44,750.00			0.00
Child Nutrition - Federal	8220			0.00			0.00
Other Federal Revenues	8110, 8260-8299		195,893.00	195,893.00		92,530.38	92,530.38
Total, Federal Revenues		0.00	345,596.00	345,596.00	0.00	123,673.38	123,673.38
3. Other State Revenues							
Charter Schools Categorical Block Grant	8480-8434			0.00			0.00
Special Education - State	StateRevSE		353,319.00	353,319.00		117,530.00	117,530.00
All Other State Revenues	StateRevAO	66,114.00	276,318.00	342,432.00	35,328.59	168,092.66	203,421.25
Total, Other State Revenues		66,114.00	629,637.00	695,751.00	35,328.59	285,622.66	320,951.25
4. Other Local Revenues							
All Other Local Revenues	LocalRevAO	11,000.00		11,000.00	5,759.57		5,759.57
Total, Local Revenues		11,000.00	0.00	11,000.00	5,759.57	0.00	5,759.57
5. TOTAL REVENUES		4,155,063.00	975,233.00	5,130,296.00	2,027,166.16	409,296.04	2,436,462.20
<b>B. EXPENDITURES</b>							
1. Certificated Salaries							
Teachers' Salaries	1100	956,604.00	501,825.00	1,458,429.00	497,326.07	267,402.82	764,728.89
Certificated Pupil Support Salaries	1200	150,015.00	42,700.00	192,715.00	87,446.38	23,964.06	111,410.44
Certificated Supervisors' and Administrators' Salaries	1300	155,972.00	37,687.00	193,659.00	86,569.87	19,793.56	106,363.43
Other Certificated Salaries	1900	85,352.00	18,154.00	103,506.00	570.36	14,235.03	14,805.39
Total, Certificated Salaries		1,347,943.00	600,366.00	1,948,309.00	671,912.68	325,395.47	997,308.15
2. Non-certificated Salaries							
Instructional Aides' Salaries	2100			0.00	0.00	0.00	0.00
Non-certificated Support Salaries	2200	32,503.00	104.00	32,607.00	19,556.07	0.00	19,556.07
Non-certificated Supervisors' and Administrators' Sal.	2300	56,823.00	5,702.00	62,525.00	36,509.92	4,896.41	41,406.33
Clerical and Office Salaries	2400	300,506.00	8,279.00	308,785.00	166,131.39	4,684.60	170,815.99
Other Non-certificated Salaries	2900			0.00	0.00	0.00	0.00
Total, Non-certificated Salaries		389,832.00	14,085.00	403,917.00	222,197.38	9,581.01	231,778.39
3. Employee Benefits							
STRS	3100-3102	228,054.00	101,600.00	329,654.00	113,687.61	55,056.98	168,744.59
PERS	3200-3202	87,931.00	3,129.00	91,060.00	49,502.27	2,121.14	51,623.41
OASDI / Medicare / Alternative	3300-3302	51,320.00	9,812.00	61,132.00	26,823.56	5,457.33	32,280.89
Health and Welfare Benefits	3400-3402	489,319.00	159,801.00	649,120.00	249,500.38	83,025.42	332,525.80
Unemployment Insurance	3500-3502	8,688.00	3,073.00	11,761.00	4,470.45	1,674.99	6,145.44
Workers' Compensation Insurance	3600-3602	19,849.00	7,051.00	26,900.00	10,252.66	3,843.30	14,095.96
Retiree Benefits	3701-3702			0.00			0.00
PERS Reduction (for revenue limit funded schools)	3801-3802			0.00			0.00
Other Employee Benefits	3901-3902			0.00			0.00
Total, Employee Benefits		885,161.00	284,466.00	1,169,627.00	454,236.93	151,179.16	605,416.09
4. Books and Supplies							
Approved Textbooks and Core Curricula Materials	4100	5,000.00	15,000.00	20,000.00	0.00	3,565.89	3,565.89
Books and Other Reference Materials	4200	627.00	373.00	1,000.00	0.00	373.16	373.16
Materials and Supplies	4300	72,116.00	22,073.00	94,189.00	27,304.96	17,491.39	44,796.35
Noncapitalized Equipment	4400	150,276.00	4,544.00	154,820.00	132,134.45	4,544.14	136,678.59
Food	4700	3,185.00	2,365.00	5,550.00	0.00	2,365.43	2,365.43
Total, Books and Supplies		231,204.00	44,355.00	275,559.00	159,439.41	28,340.01	187,779.42

Fiscal Year Ending June 30, 2022

- ☐ First Interim/October 31st  
☒ Second Interim/January 31st

## CHARTER SCHOOL INTERIM BUDGET REPORT

Charter School Name: Sweetwater Secondary School

Description	Object Code	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>5. Services and Other Operating Expenditures</b>							
Travel and Conferences	5200	31,989.00	8,398.00	40,387.00	5,961.77	3,005.46	8,967.23
Dues and Memberships	5300	10,879.00	0.00	10,879.00	8,136.85	0.00	8,136.85
Insurance	5400	26,417.00	90.00	26,507.00	24,102.40	90.00	24,192.40
Operations and Housekeeping Services	5500	95,022.00	29,199.00	124,221.00	15,495.96	29,198.90	44,694.86
Rentals, Leases, Repairs, and Noncap. Improvements	5600	327,022.00	7,761.00	334,783.00	197,169.41	7,761.48	204,930.89
Professional/Consulting Services and Operating Expend.	5800	262,457.00	312,372.00	574,829.00	108,020.68	102,123.01	210,143.69
Communications	5900	34,290.00	19,095.00	53,385.00	3,351.86	19,094.53	22,446.39
Total, Services and Other Operating Expenditures		788,076.00	376,915.00	1,164,991.00	362,238.93	161,273.38	523,512.31
<b>6. Capital Outlay</b>							
(Objects 6100-6170, 6200-6500 for modified accrual basis only)							
Land and Land Improvements	6100-6170			0.00			0.00
Buildings and Improvements of Buildings	6200			0.00			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00			0.00
Equipment	6400			0.00			0.00
Equipment Replacement	6500			0.00			0.00
Depreciation Expense (for accrual basis only)	6900	154,462.00		154,462.00	104,950.08		104,950.08
Total, Capital Outlay		154,462.00	0.00	154,462.00	104,950.08	0.00	104,950.08
<b>7. Other Outgo</b>							
Tuition to Other Schools	7110-7143			0.00			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00			0.00
All Other Transfers	7281-7299			0.00			0.00
Transfers of Indirect Costs	7300-7399	(2,258.00)	2,258.00	0.00			0.00
Debt Service:							
Interest	7438	2,752.00		2,752.00	1,512.72		1,512.72
Principal (for modified accrual basis only)	7439			0.00			0.00
Total, Other Outgo		494.00	2,258.00	2,752.00	1,512.72	0.00	1,512.72
<b>8. TOTAL EXPENDITURES</b>		3,797,172.00	1,322,445.00	5,119,617.00	1,976,488.13	675,769.03	2,652,257.16
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		357,891.00	(347,212.00)	10,679.00	50,678.03	(266,472.99)	(215,794.96)
<b>D. OTHER FINANCING SOURCES / USES</b>							
1. Other Sources	8930-8979	434,507.00		434,507.00	434,507.00		434,507.00
2. Less: Other Uses	7630-7699			0.00			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(225,432.65)	225,432.65	0.00			0.00
<b>4. TOTAL OTHER FINANCING SOURCES / USES</b>		209,074.35	225,432.65	434,507.00	434,507.00	0.00	434,507.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		566,965.35	(121,779.35)	445,186.00	485,185.03	(266,472.99)	218,712.04
<b>F. FUND BALANCE, RESERVES</b>							
1. Beginning Fund Balance							
a. As of July 1	9791	2,637,979.72	121,779.35	2,759,759.07	2,637,979.72	121,779.35	2,759,759.07
b. Adjustments/Restatements to Beginning Balance	9793, 9795			0.00			0.00
c. Adjusted Beginning Balance		2,637,979.72	121,779.35	2,759,759.07	2,637,979.72	121,779.35	2,759,759.07
2. Ending Fund Balance, June 30 (E + F1c)		3,204,945.07	0.00	3,204,945.07	3,123,164.75	(144,693.64)	2,978,471.11
Components of Ending Fund Balance (Optional):							
Reserve for Revolving Cash (equals object 9130)	9711			0.00	0.00	0.00	0.00
Reserve for Stores (equals object 9320)	9712			0.00	0.00	0.00	0.00
Reserve for Prepaid Expenditures (equals object 9330)	9713			0.00	70,156.23	1,987.25	72,143.48
Reserve for All Others	9719			0.00			0.00
General Reserve	9730			0.00			0.00
Legally Restricted Balance	9740			0.00			0.00
Designated for Economic Uncertainties	9770 *			0.00			0.00
Other Designations	9775, 9780			0.00			0.00
Undesignated / Unappropriated Amount	9790 *	3,204,945.07	0.00	3,204,945.07	3,053,008.52	(146,680.89)	2,906,327.63
* Percent of Total Expenditures and Other Uses		62.60%	0.00%	62.60%	115.11%	-5.53%	109.58%

Fiscal Year Ending June 30, 2022

- ☐ First Interim/October 31st  
☒ Second Interim/January 31st

## CHARTER SCHOOL INTERIM BUDGET REPORT

Charter School Name: Sweetwater Secondary School

Description	Object Code	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>G. ASSETS</b>							
1. Cash							
In County Treasury	9110				1,713,783.85	219,607.93	1,933,391.78
Fair Value Adjustment to Cash in County Treasury	9111						0.00
In Banks	9120				629,842.94	(317,994.05)	311,848.89
In Revolving Fund	9130						0.00
With Fiscal Agent	9135						0.00
Collections Awaiting Deposit	9140						0.00
2. Investments	9150						0.00
3. Accounts Receivable	9200				340.78		340.78
4. Due from Grantor Government	9290					53,859.00	53,859.00
5. Stores	9320						0.00
6. Prepaid Expenditures (Expenses)	9330				70,156.23	1,987.25	72,143.48
7. Other Current Assets	9340				19,258.65		19,258.65
8. Capital Assets (for accrual basis only)	9400-9499				814,355.08		814,355.08
9. TOTAL ASSETS					3,247,737.53	(42,539.87)	3,205,197.66
<b>H. LIABILITIES</b>							
1. Accounts Payable	9500				76,368.86	4,325.19	80,694.05
2. Due to Grantor Government	9590						0.00
3. Current Liabilities	9641				9,308.57		9,308.57
4. Deferred Revenue	9650					97,828.58	97,828.58
5. Long-Term Liabilities (for accrual basis only)	9660-9669				38,895.35		38,895.35
6. TOTAL LIABILITIES					124,572.78	102,153.77	226,726.55
<b>I. FUND BALANCE</b>							
Ending Fund Balance, June 30 (G9-H6) (must agree with Line F2)					3,123,164.75	(144,693.64)	2,978,471.11



## A-G Completion Improvement Grant Plan

Local Educational Agency (LEA) Name	Total Grant Allocation
Sweetwater Secondary School	Unavailable, expected by March 2022

## Plan Descriptions

**A description of how the funds will be used to increase or improve services for foster youth, low-income students, and English learners to improve A-G eligibility**

Sweetwater Secondary School (SSS) is an educational option that serves students in grades 7-12. SSS provides an innovative educational experience focused on supporting the needs of students whose futures are at risk because traditional methods have failed them. It is important to note that SSS is identified by the California Department of Education (CDE) as **Dashboard Alternative School Status (DASS)**. To be eligible for DASS, schools must have an unduplicated count of at least 70 percent of the school's total enrollment (upon first entry to the school) comprised of high-risk student groups. Therefore, most students in grades 9-12 who enroll at SSS are credit deficient and are at risk of not graduating high school on time.

As students and families enroll at SSS, they inform teachers, counselors and administrators via surveys and conferences that their primary goal is to finish high school and start their post-secondary pathway at a local community college. While SSS is equipped to educate and prepare students for multiple college and career pathways, including eligibility to enter four-year universities, most students and families are interested in local community colleges.

SSS is committed to helping each student meet their academic goals. This includes enhanced educational services and programs focused on improving the number of students who satisfy A-G requirements, with an emphasis on foster youth, low-income students, and English learners. SSS has engaged educational partners, including teachers, staff, students, parents, and family members to develop an A-G Completion Improvement Plan. Meaningful feedback was collected through multiple collaborative settings including surveys, conversations, school events, meetings, and training. Some of the most meaningful feedback was collected during School Site Council Meetings. At this collaborative venue, teachers, staff, students, and parents participated in a Needs Assessment: analyzed school A-G completion data, discussed achievement gaps, focused on current rates of achievement and the ideal rates of growth. Furthermore, educational partners discussed current programs and services designed to help students meet A-G requirements and how the School can enhance these approaches.

Based upon feedback collected from educational partners and a Needs Assessment, the School engaged in an in-depth selection process to

identify allowable activities that build capacity, are evidence based, and address the School's need to increase A-G eligibility. SSS plans to implement the following educational actions and services with A-G Completion Improvement Grant funds:

- Low-ratio, high frequency tutoring for students focused on increasing credit completion in A-G coursework
- Additional paraprofessionals to aid in supplemental tutoring sessions designed for students repeating coursework which they earned less than a 'C' average at their prior school
- Expansion of AVID program, including additional tutors to maintain small group instruction and increased student participation
- Creation of new engaging and supportive A-G approved courses
- Specialized professional development provided to academic counselors, and Equity and Inclusion Department to acquire evidence-based strategies that promotes a 'college going mindset' for the school community
- Professional development for teachers and department chairs to design and implement UC A-G courses
- Improved A-G coursework monitoring system and tools for credentialed staff
- Mental health and social-emotional learning programs and services that promote life skills, wellness, positive behaviors and resiliency in achieving personal goals
- Partner with local universities, colleges, and non-profit organizations to provide informational and planning workshops related to A-G requirements and benefits available to the school community
- Design and disseminate marketing materials to the school community, including flyers, newsletters and social media content that encourages student participation in A-G programs
- Additional family engagement opportunities through Open House Events, Senior Night Events, ELAC, SSC, and Family Learning Series events to explain and promote A-G completion
- Financial assistance for underserved student groups to encourage registration in alternate A-G completion, including dual enrollment, articulation, and AP Exams

**A description of the extent to which all students, including foster youth, low-income students, and English learners, will have access to A-G courses approved by the University of California.**

All students, including foster youth, low-income, and English Learners have access to A-G courses through the A-G transcript audits and the yearly meetings that the counselor has with teachers reviewing their A-G course plans for each student. Three times a year, the counselor, instructional lead, and teacher review each student's transcript that has been translated on a credit audit. This ensures that correct and intentional course planning is occurring throughout the school year. Additionally, all core courses are on the UC A-G list along with the majority of Career Technical Education (CTE) courses (all CTE Pathways courses), all Visual and Performing Arts (VAPA) and Languages Other Than English (LOTE) courses, and many other general electives. These processes, along with the plethora of A-G approved course options, allows all students, including foster youth, low-income, and English Learners to have access to A-G courses.

**The number of students who were identified for opportunities to retake A-G approved courses in which they received a “D”, “F”, or “Fail” grade in the 2020 spring semester or the 2020-21 school year and a description of the method used to offer the opportunity retake courses.**

Upon student enrollment, our academic counselors review all transcripts and create a personalized pathways education plan. This customized course plan considers any D's or F's the student received and the graduation plan the student is pursuing. Due to the individualized and personalized nature of our program, students often come to us needing to remediate previously failed coursework and catch up to their grade level peers. Currently, 53% of SSS are credit deficient when enrolling. This percentage reflects the students who enroll at SSS with D's or F's on their high school transcript. All students can work towards an A-G diploma and retake A-G approved courses in which they received a “D”, “F” or “Fail” grade. Students retaking A-G approved courses in which they received a “D”, “F”, or “Fail” grade in the past will receive additional support in the course/s they are retaking through individualized tutoring. These students will also receive course planning guidance through Counseling Services. They will have the opportunity to take the course in a pre-test format to demonstrate prior knowledge and only focus on remediating the content they do not show proficiency in.

**A description of how the plan and described services, and associated expenditures, if applicable, supplement services in the Local Control and Accountability Plan and Learning Recovery Plan.**

SSS's 2021-22 board approved LCAP contains five well-developed goals that are specific, measurable and time bound. Each goal is specific to a certain element of the educational program, including instruction, curriculum, professional development, school climate and engagement opportunities of educational partners. The narrative below will explain how the school plans to use A-G Completion Improvement Grant funds to supplement specific LCAP Goals and services.

LCAP Goal 1 is focused on providing personalized instruction to students that will improve student outcomes related to academic engagement and performance. This personalized instructional approach includes one-on-one and small group tutoring, provided virtually or in-person by teachers, depending on the preference of students and families. In addition, SSS provides additional tutoring opportunities for underserved student groups and/or students at-risk of failing. SSS plans to use A-G Completion Improvement Grant funds to further expand these tutoring opportunities, with a focus on providing the same tutors to students throughout the year. In addition, this expanded tutoring approach will support low-ratio, high-frequency meetings. The central goal of this expanded tutoring approach is to support high school students with the successful and timely completion of A-G coursework and/or added support to students earning a “D” or “F” in a prior school.

LCAP Goal 2 is focused on providing a rigorous course of study, aligned to California content standards and accessible to all students. The School provides all students with access to core courses that are A-G approved and advanced coursework, including honors and Advanced Placement (AP). In addition, each student has an academic counselor who supports the development of a personalized course plan and provides frequent opportunities to meet throughout the school year to discuss progress towards meeting college/career pathways. The school plans to use A-G

Completion Improvement Grant funds to design and develop new A-G courses that are both rigorous, engaging, and supportive. A-G Completion Improvement Grant funds can also supplement the payment of fees for students interested in taking AP exams and dual enrollment opportunities at community colleges.

LCAP Goal 3 aims to provide a data informed professional learning system to increase effectiveness of school staff meeting the unique educational needs of each student. Trainings include, knowledge of content standards, implementation of the English Learner Plan, effective use of technology, trauma informed practices for schools, Career Technical Education and more. The School will utilize A-G Completion Improvement Grant funds to expand training offerings to counselors and Equity and Inclusion staff, with an emphasis on evidence-based strategies that promote a 'university going mindset' for students and families. With this expanded training, counselors and staff will be equipped to implement these strategies and monitoring tools/methods in one-on-one counseling sessions with students and families and in information workshops delivered through the School's Family Learning Series. Counselors can also share strategies with teachers that will influence and impact the way they provide instruction and converse with students and families related to post-secondary plans.

LCAP Goal 4 is centered on providing a safe environment and supportive school culture for all educational partners. Some of the key services related to this goal include nursing services for physical health needs and licensed mental health therapists to provide counseling services to students. The School plans to use A-G Completion Improvement Grant funds to expand opportunities for students to participate in counseling and informational sessions related to mental and physical health. This expanded wellness program will be a multi-faceted approach that is proactive in maintaining wellness, but also responding to the unique needs of the students as they are identified. These added counseling services and informational sessions will support consistent student attendance, positive behaviors and increased achievement in school which will lead to improved completion of A-G requirements.

LCAP Goal 5 is focused on providing innovative, engaging and community-based resource centers that support the needs of students and families. Some of the key services embedded within Goal 5 include formal engagement opportunities, Family Learning Series, Bus Pass Program, and materials/resources that are accessible to non-English speaking families. The school plans to use A-G Completion Improvement Grant funds to partner with local colleges, universities, and non-profits with expertise in providing ongoing informational workshops focused on college preparation and access. Topics will include, but are not limited to, financial aid assistance, scholarships, benefits and what to expect. The school will also utilize A-G Completion Improvement Grant funds to create engaging flyers, handouts, and newsletters, in multiple languages and formats, focused on creating a college going mindset and recruitment of students and parents to attend workshops related to college preparation and planning.

## **Plan Expenditures**

Programs and services to increase or improve A-G completion	Planned Expenditures
<b>Instruction:</b> Low-ratio, high frequency academic tutoring opportunities for students focused on supporting student achievement in A-G coursework; expansion of AVID programs that promote college planning and readiness	Unavailable, expected Mar-22
<b>Curriculum:</b> Design new and engaging curriculum that is aligned to California content standards and receive A-G approval	Unavailable, expected Mar-22
<b>Professional Learning:</b> Professional development for teachers, counselors and staff related to building capacity to implement strategies and monitoring tools that will promote a 'college going mindset'	Unavailable, expected Mar-22
<b>Mental Health and Social Emotional Learning:</b> Counseling services and wellness programs that promote positive student behaviors, interactions, relationships and resiliency	Unavailable, expected Mar-22
<b>Community Partnerships:</b> Partner with colleges, universities, non-profits, and local organizations that can provide informational and counseling sessions related to college preparation and meeting A-G requirements	Unavailable, expected Mar-22
<b>Marketing and Recruitment:</b> Marketing materials and expenses related to the creation of flyers, newsletters and social media content that promote A-G completion	Unavailable, expected Mar-22
<b>Other:</b> Financial assistance for underserved student groups that promote successful completion of A-G requirements	Unavailable, expected Mar-22