



Olive Grove Charter School

**Student/Parent/Guardian Handbook
and
Annual Notices**



Olive Grove Charter Schools, Inc.

www.olivegrovecharter.org

Olive Grove Charter Schools, Inc.

District Office

2353 South Broadway, Upstairs

Santa Maria, CA 93454

Phone: (805) 623-1111

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Orcutt / Santa Maria Learning Center

5075 S. Bradley Road, Suite 234

Orcutt, CA 93455

Phone: (805) 623-1123

LC Director: Janae Gutierrez

Family Support Coordinator: Lillianne De La Paz



Buellton Learning Center

240 East Highway 246, Suite 100

Buellton, CA 93463

Phone: (805) 695-5201

LC Director: Kristan Morrison

Family Support Coordinator: Alex Hurtado



San Luis Obispo Learning Center

733 Marsh, Second Floor

San Luis Obispo, CA 93401

Phone: (805) 548-2331

LC Director: Janae Gutierrez

Family Support Coordinator: Lillianne De La Paz



Lompoc Learning Center

820 North H Street, Suite B

Lompoc, CA 93436

Phone: (805) 757-5301

LC Director: Kristan Morrison

Family Support Coordinator: Alex Hurtado



Santa Barbara Learning Center

1933 Cliff Drive, Suite 1

Santa Barbara, CA 93109

Phone: (805) 695-5231

LC Director: Jennifer Cloud

Family Support Coordinator: Jaqueline Esparza



Executive Director - Meg Rydman

mrydman@olivegrovecharter.org



Olive Grove Charter Schools, Inc. Student/Parent/Guardian Handbook & Annual Notices

Table of Contents

General Information	6
Acknowledgment of Receipt/Review of Handbook and Annual Notices	6
Mission, Vision & Purpose	6
Admissions	7
Governance	8
Acknowledgement of Responsibilities	8
Attendance	9
Academic Probation Policy	9
Academic Integrity/Plagiarism Policy	10
Evaluation & Grading, Testing & Assessment	12
Learning Centers	14
Meals	15
Dress Code	15
Student Behavior and Communication Contract	16
Health Screenings	17
Student Study Team	17
High School Graduation Requirements	17
Annual Notices	19
Animal Dissections	19
Availability of Prospectus	19
Cal Grant Program	19
California Healthy Kids Survey	19



Diabetes	20
Education for Homeless Children and Youth	20
Education of Foster and Mobile Youth	23
English Learners	27
Human Trafficking Prevention	27
Immunizations	28
Information Regarding Financial Aid	29
Involuntary Removal Process	29
Lost or Damaged School Property	29
Mental Health Services	30
Nondiscrimination Statement	31
Nutritionally Adequate Free or Reduced Price Meals	31
Oral Health Assessment	31
Parent and Family Engagement	31
Pregnant and Parenting Students	31
Right to Ask for Teacher Qualifications	32
School Safety Plan	32
Section 504	33
Sexual Health Education (California Healthy Youth Act)	33
Special Education/Students with Disabilities	34
State Testing	34
Student Records, including Records Challenges and Directory Information	34
Surveys About Personal Beliefs	37
Uniform Complaint Procedures (UCP)	37
Full Policies	39
Education for Homeless Children and Youth Policy	39
Education of Foster and Mobile Youth Policy	44
Independent Study Policy	51



Staff/Student Interaction Policy	54
Student Use of Technology Policy & Acceptable Use Agreement	56
Suspension/Expulsion Policies and Procedures	62
Title IX, Harassment, Intimidation, Discrimination & Bullying Policy	75
Uniform Complaint Procedures (UCP)	81
Appendix	86
TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM	87
UNIFORM COMPLAINT PROCEDURE FORM	88

The Olive Grove Charter Schools are accredited by the Western Association of Schools and Colleges.



Notice of Non-Discrimination

Olive Grove Charter Schools, Inc. does not discriminate on the basis of race, color, national origin, sex, disability, age, or any other legally protected category in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies:

Name and/or Title: Meg Rydman, Executive Director, Title IX Coordinator

Address: 2353 South Broadway, Upstairs, Santa Maria, CA 93454

Telephone No.: 805-623-1111

Email: mrydman@olivegrovecharter.org

For further information on notice of non-discrimination, visit <https://ocrcas.ed.gov/contact-ocr> for the address and phone number of the office that serves your area, or call 1-800-421-3481.



General Information

Acknowledgment of Receipt/Review of Handbook and Annual Notices

Student Acknowledgment

I acknowledge that I have received the Olive Grove Charter Schools, Inc. Student/Parent/Guardian Handbook and Annual Notices. I have read the Handbook and understand the contents of the Handbook. I have reviewed the annual notices and understand the content of the notices. I agree to abide by all of the school's policies set forth in this document, and as outlined in the school's Charter, the Independent Study Policy, as well as in the Independent Study Agreement.

Student's Name: _____

Student's Signature: _____

Date: _____

Parent/Guardian Acknowledgment

I acknowledge that I have received the Olive Grove Charter Schools, Inc. Student/Parent/Guardian Handbook and Annual Notices. I have read the Handbook and understand the contents of the Handbook. I have reviewed the annual notices and understand the content of the notices. I agree to abide by all of the school's policies set forth in this document, and as outlined in the school's Charter, the Independent Study Policy, as well as in the Independent Study Agreement.

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____

Date: _____

Mission, Vision & Purpose

Olive Grove Charter Schools, Inc. Mission Statement

Olive Grove Produces **IDEAL** Students:

I = Informed Critical Thinkers

D = Dedicated and Responsible Citizens

E = Effective Communicators

A = Able Technology Users

L = Learners, Motivated and Self-Directed

The mission of Olive Grove Charter Schools, Inc. is to plan, monitor, and assist in the education of students TK-12 in a home or blended school learning environment enabling them to speak, read, write, use technology, and calculate effectively to become self-motivated, competent, and life-long learners. The Olive Grove Charter Schools will provide students with the necessary resources to achieve success and meet state standards in core academic subjects appropriate to their level. Additionally, students will become career/college ready upon completion of the program. This will be achieved in a collaborative effort with parents/guardians as primary deliverers of the educational program, certificated teachers, and the community.



Vision & Purpose

We the Community and Staff of the Olive Grove Charter Schools Believe:

- Every student can learn and be successful.
- Every student can benefit from participating in a balanced curriculum of academics, technological application, arts, and physical education.
- Education is a shared responsibility requiring the active collaboration of all stakeholders.
- A successful learning environment is dependent upon respect, integrity, and equity.
- A safe and clean environment is essential for effective learning.
- Continuous fiscal solvency is critical to the success of the school.

Admissions

Olive Grove Charter Schools, Inc. (“OGCS” or “the Charter School”) will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

OGCS shall admit all pupils who reside in the State of California who wish to attend the Charter School subject to the provisions set forth below. No test or assessment shall be administered to students prior to acceptance and enrollment into the school. OGCS will comply with all laws establishing minimum and maximum age for public school attendance in charter schools.

Admission preference will be given (1) to siblings of OGCS students and (2) to students who reside in the District.

The Olive Grove Charter Schools will enroll a diverse student population who understand and value the OGCS mission and are committed to the OGCS operational philosophy. Prospective students and their parents or guardians will be briefed regarding the Charter School's instructional philosophy and will be given a copy or summary of the Charter School's guidelines.

Admission to the Charter School will require an initial interview. Each child will be assessed to determine his or her level of academic skills following enrollment. Admission to OGCS will require parents, as primary deliverers of the education program, to attend an informational meeting before enrolling. It is essential that parents or guardians or a responsible adult designee be available to instruct, facilitate, monitor, review, and hold the student accountable for his or her work on a daily basis. The enrollment process will include an agreement signed by the parent, student, Charter School teacher, and any person designated by the parent to teach their child. This agreement will include goals, objectives, guidelines, and reason(s) for dismissal to be followed for the time period specified in the contract.

Pursuant to Education Code section 51745, special education students who wish to enroll in the Charter School must have an IEP that clearly states that participation in an independent study (home study) program is an appropriate placement for that student (Ed. Code section 51745(c)).

If, prior to the beginning of a school year, the number of admissible applicants exceeds capacity, there shall be a random public drawing for new students with priority given to those already attending or those with siblings attending. At the conclusion of the public random drawing, all students who were not granted admission due to over-capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In



no circumstance will a wait list carry over to the following school year. Upon confirmation that a student has secured a spot at the Charter School, parents must complete and submit an application form.

Governance

Olive Grove Charter Schools, Inc. Board of Directors

OGCS, Inc. Board meetings are held monthly. All Board meetings are open to the public. Please check the OGCS website for Board meeting locations and times.

OGCS Advisory Council

We encourage parent/guardian involvement via the learning center's quarterly Advisory Council meetings, which inform school safety, support for English Language Learners, and the Local Control Accountability Plan. Please check the OGCS website or contact your Teacher Advisor for the Advisory Council meeting locations and times.

Acknowledgement of Responsibilities

Student's Agreement/Responsibilities

- I voluntarily request participation in this independent study program and have read and understand the terms of the Independent Study Agreement.
- I agree to conduct myself in a respectful, responsible, and safe manner at all OGCS functions and in all interactions with OGCS staff and other students. I understand that my participation in learning center activities is a privilege which can be revoked if my behavior is not acceptable.
- I agree to meet with my Independent Study Teacher on a regular basis, as required by my teacher.
- I will complete all course work outlined in the Independent Study Agreement, and as assigned to me.
- I understand that I must complete a minimum of 80% of the coursework assigned to me within a prescribed period of time, as indicated by my Independent Study Teacher. Failure to accomplish at least this minimum will result in me being placed on Academic Probation.
- I have received the Student/Parent Handbook and agree to fully abide by its contents as well as the OGCS Independent Study Policy, OGCS Charter document, and all OGCS policies.

Parent/Legal Guardian's Agreement

Parent/guardian agrees to the above conditions listed under Students Agreement/Responsibilities and also understands that:

- I am responsible for the daily monitoring/verification of all subjects studied and assignments completed by my child, with scheduled monitoring by the Independent Study Teacher.
- I will attend all school meetings that I am invited to in support of my child's academic success at Olive Grove Charter School.
- I understand that OGCS adheres to state assessment requirements and administers periodic benchmark assessments to inform student progress in grade level subject matter.
- If I become aware of special or extenuating circumstances that will prohibit my student from turning in the assigned work by the due date, I will contact the Independent Study Teacher prior to the due-date to make alternative arrangements.
- I understand that it is my responsibility to provide any needed transportation for my child's access to all educational services offered by the school, including, but not limited to, scheduled meetings and/or assessments. I understand that lack of transportation is not an acceptable reason for failing to meet with the Independent Study Teacher, complete required assessments, and/or participate in other necessary educational activities/services.
- I have the right to appeal any decision about my child's placement in accordance with the school's policies and procedures.



- I acknowledge that all learning resources used - print, non-print, technology, etc. - are property of the school and all materials must be returned to the school.
- I am liable for the cost of replacement or repair for damaged, lost, or destroyed books, computers/devices, software and/or other school property loaned to my child.

Independent Study Teacher's Agreement

- The Independent Study Teacher is responsible for oversight of the student's independent study in accordance with state law, regulations, charter policies and procedures, and the school's mission and vision.
- The Independent Study Teacher will assign a body of work to be completed during the duration of this agreement.
- The Independent Study Teacher will evaluate work in a timely manner and communicate academic progress to students and parents/guardians as indicated on the Independent Study Agreement.
- The Independent Study Teacher will maintain complete and accurate records required by the school, including but not limited to written Independent Study Agreements, communication and intervention records, attendance records, work samples, and report cards/transcripts.
- The Independent Study Teacher will work collaboratively with OGCS staff to inform parents/guardians when students fail to complete the assigned body of work or are at risk of failure in any course.
- The Independent Study Teacher will notify the student and parent/legal guardian of the academic credit granted for work completed.

Attendance

The claim of attendance is based on daily engagement and completion of assignments. Students are expected to complete school work on each school day, and they must complete a daily log of educational activities. Students who complete less than 80% of their assigned work in a given week will be placed on academic probation. See [Academic Probation Policy](#) below.

Academic Probation Policy

When any pupil or student fails to complete three consecutive independent study assignments during any period of 20 school days, or misses two appointments without valid reasons, the LC Director or designee shall conduct an evaluation to determine whether the pupil or student should be allowed to continue in independent study. A written record of the findings of any evaluation conducted pursuant to this policy shall be maintained in the pupil's or student's permanent record. (Education Code 51747) [*OGCS Independent Study Policy*]

Action 1: Verbal Warning by Advisor

Action 2: Notice & LC Director Intervention

Action 3: Counselor Intervention

Action 4: Dismissal/Referral Back to District

ACTION 1: Verbal Warning

1 unexcused absence from weekly appointment
and/or

1 week of failure to complete 80% or more of the weekly assignments

- Advisor gives a verbal warning to parent/guardian and student regarding the importance of regular attendance and progress, as laid out in the Independent Study Agreement.
- Advisor begins the Academic Probation Intervention Meetings Form - Action 1: Verbal Warning and provides a copy to family.



ACTION 2: Notice of Academic Probation & LC Director Intervention

2 consecutive unexcused absences or 3 nonconsecutive absences from weekly appointments and/or

2 weeks of failure to complete 80% or more of the weekly assignments

- Advisor notifies LC Director and an Intervention Meeting is scheduled with the LC Director, Parent/Guardian, Advisor, Education Specialist (if applicable), and Student to discuss Interventions and complete Action 2 of the Academic Probation Intervention Meetings Form. A copy is provided to the family.

ACTION 3: Counselor Intervention

3 consecutive unexcused absences or 4 nonconsecutive absences from weekly appointments and/or

3 weeks of failure to complete 80% or more of the weekly assignments

- Advisor notifies Counselor and LC Director that the student has reached action 3 and requests a Counselor Intervention Meeting.
- Counselor discusses interventions to create a successful school placement at OGCS and completes Action 3 of the Academic Probation Intervention Meetings Form. A copy is provided to the family.

The LC Director or designee shall conduct an evaluation to determine whether the pupil or student should be allowed to continue in independent study. A written record of the findings of any evaluation conducted pursuant to this policy shall be maintained in the pupil's or student's permanent record.

ACTION 4: Referral Back to the District and Notification of Intent to Withdraw Letter

Next unexcused absence from weekly appointment and/or

Next week of failure to complete 80% or more of the weekly assignments

Refer student back to district

- Advisor notifies LC Director that the student has reached action 4 and requests that the student be Referred Back to the District.
- LC Director contacts parent/guardian and student to set up a meeting to discuss referral and initiate withdrawal form.
- LC Director will begin the Withdrawal Process.
- LC Director will send Intent to Withdraw Letter.

Notes:

- A) No pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. This written notice shall inform him or her of the pupil's right to request a hearing adjudicated by a neutral officer before the effective date of the action. (Education Code 47605)
- B) In the event that a pupil is referred back to their district of residence, the pupil will be ineligible for re-enrollment at any Olive Grove Charter School for the remainder of the calendar school year.

Academic Integrity/Plagiarism Policy

OGCS expects a full commitment to academic integrity from each student. Students are expected to submit original work for all assignments.



Academic integrity means:

- Your work on each assignment will be completely your own.
- Your collaboration with another student or peer on any assignment will be pre-approved by your instructor.
- You will not practice plagiarism in any form.
- You will not allow others to copy your work.
- You will not misuse content from the Internet.

Please be aware that all OGCS teachers and staff utilize a myriad of technologies to check student work for authenticity. If an instructor confirms that a student has plagiarized work in any manner, the student will be subject to consequences determined by OGCS administration and may be removed from the course with a failing grade.

Plagiarism: Directly copying the work or ideas of another person or student or from an electronic or print source and presenting them as your own.

Ways to avoid plagiarism

Quote: Using quotation marks to include a piece of text.

Paraphrase: rephrasing the original text in your own words.

Summary: pulling out important information to put in your own words.

Examples

Original Text	The cowbird, as well as other species of birds, lays its eggs in another bird's nest and thus avoids hatching and raising its own young.
Quote <i>Must use quotation marks</i>	Paragraph three explains, “the cowbird, as well as other species of birds, lays its eggs in another bird’s nest and thus avoids hatching and raising its own young.”
Paraphrase	Certain birds, including the cowbird, do not hatch and raise their own offspring but rather pass on these responsibilities by laying their eggs in other birds' nests.
Summary	Cowbirds do not hatch or raise their own young.

Plagiarism Policy

1 st offense	<ol style="list-style-type: none"> 1. Student receives 0, is notified of plagiarism and given an opportunity to re-do the assignment 2. Strongmind teacher contacts student’s advisor 3. Advisor makes a note in pathways contact log & flags director 4. Advisor notifies parent(s)
2 nd offense	<ol style="list-style-type: none"> 1. Student receives 0, is notified of plagiarism, and is not given an opportunity to re-do assignment 2. Strongmind teacher contacts student’s advisor 3. Advisor makes a note in pathways contact log & flags director 4. Advisor notifies parent(s)



3 rd offense	<ol style="list-style-type: none"> 1. Director & advisor hold an intervention meeting with student & parent to discuss academic integrity and the severity of plagiarism. 2. All 4 parties sign the Academic Integrity Intervention document.
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Evaluation & Grading, Testing & Assessment

Evaluation & Grading

Students will participate in course-based assessments regularly throughout the semester and school year. There are quizzes, discussions, chapter/unit exams, as well as projects, papers, and/or final exams.

Grading and reporting guidelines are uniform for teachers and administrators. Grading reflects a student's relative mastery of an assignment and a sufficient number of grades are taken to support the grade assigned at progress reports and report cards. Student grades are determined by student performance on a variety of assignments: assessments (formal and informal); teacher-graded activities; computer-graded assignments; participation; and projects.

Grading Scale:

TK-4th grade is graded on a 1-4 numerical system	
4	Above grade level
3	At grade level
2	Approaching grade level
1	Below grade level

5th-12th grade is graded on an A-F letter system, P/F or Incomplete (approved courses only)	
A	90-100%
B	80-89%
C	70-79%
D	60-69%
F	0-59%
P/F	Passed or Failed (approved courses only)

Testing & Assessment



In order to continue to offer innovative educational programs, charter schools must abide by the laws that govern them. According to California charter school law, we must demonstrate that our students are learning at a level equivalent to or greater than that of children in traditional schools. If we cannot, we risk losing our charter and our students risk losing this educational option.

We recognize that standardized tests do not always accurately reflect a student's knowledge and skills. While we have the opportunity to see first hand how much our children are learning, testing creates an avenue with which we can demonstrate to the California Department of Education, to the Western Association of Schools and Colleges, and to the public what we already know to be true.

With this in mind, we urge you to prepare your child to participate in all assessment programs administered by OGCS.

Benchmark Assessments

OGCS administers benchmark assessments three times per school year. The current product used for these assessments is [Renaissance STAR](#) reading, math, and early literacy.

Statewide Testing Notification

California students take several mandated statewide tests. These tests provide parents/guardians, teachers, and educators with information about how well students are learning and becoming college and career ready. The test results may be used for local, state, and federal accountability purposes.

California Assessment of Student Performance and Progress (CAASPP)

The California Assessment of Student Performance and Progress (CAASPP) program is mandated by the State and will be administered in the spring. The individual results will not be used by the state to track or label students in any way.

- **Smarter Balanced Assessment Consortium Assessments (SBAC or Smarter Balanced)**
The Smarter Balanced computer adaptive tests and performance tasks are aligned with the Common Core State Standards (CCSS). English language arts/literacy (ELA) and mathematics tests are administered in grades three through eight and grade eleven. In grade eleven, results from the ELA and math assessments can be used as an indicator of college readiness.
- **California Science Tests (CAST)**
The computer-based CAST measures student acquisition of the California Next Generation Science Standards (NGSS). It is administered in grades five and eight and once in high school.
- **California Alternate Assessments (CAA)**
The computer-based CAA for ELA and CAA for mathematics is administered to students with the most significant cognitive disabilities in grades three through eight and grade eleven. Test items are aligned with the CCSS and are based on the Core Content Connectors. The instructionally embedded CAA for Science is administered in grades five and eight, and once in high school.
- **California Spanish Assessment (CSA) for Reading/Language Arts**
California offers the optional CSA for Reading/Language Arts. This computer-based test allows Spanish-speaking learners to measure their Spanish reading/language arts skills.

Pursuant to California Education Code Section 60615, parents/guardians may annually submit to the school a written request to excuse their child from any or all of the CAASPP assessments.



English Language Proficiency Assessments for California (ELPAC)

The English Language Proficiency Assessments for California (ELPAC) is required of all English Learners and/or those whose first language was one other than English. It is aligned with the California English Language Development Standards. It consists of two separate assessments: the Initial ELPAC for the initial identification of students as English learners and the Summative ELPAC for the annual summative assessment to identify students' English language proficiency level and to measure their progress in learning English.

Physical Fitness Test (PFT)

The physical fitness test (PFT) is administered to students in grades five, seven, and nine. The main goal of the test is to help students in starting lifelong habits of regular physical activity.

Student Participation

All students in grades three through eight and grade eleven take the Smarter Balanced assessments in the spring. The exceptions are students who have severe cognitive disabilities and are required to take the CAA, according to their individualized education program (IEP) or 504 plan.

Results of these tests provide valuable information about the academic achievement of all students. It is important, therefore, that students do their best on those tests. On testing days, please make sure your student attends, gets a good night's rest, and has a healthy breakfast.

Test results will be provided electronically and/or mailed to each student's home address. Individual results are confidential and will be shared only with parents/guardians and the student's teacher(s). Please keep these reports to use when talking to teacher(s) about ways to support your student's learning.

California High School Proficiency Exam (CHSPE)

The California High School Proficiency Exam (CHSPE) is a voluntary test that assesses proficiency in basic reading, writing, and mathematics skills taught in public schools. Eligible pupils who pass the CHSPE are awarded a Certificate of Proficiency by the State Board of Education. A pupil who receives a Certificate of Proficiency may, with verified approval from the parent/guardian, leave high school early. The Certificate of Proficiency, however, is not equivalent to completing all course work required for regular graduation from high school. For more information, including administration dates and registration deadlines, visit the following website:

<https://www.chspe.org/>.

Learning Centers

Learning centers are available for student use for:

- Meeting with their teacher advisor (virtual option available, if appropriate)
- Participating in-person learning labs or other school-related activities
- Accessing tutoring (virtual option available)
- Quiet space to complete school work

Most learning centers are open Monday through Friday, though our smaller centers have more limited schedules. Check with your teacher advisor, Family Support Coordinator (FSC), or LC Director to confirm the hours of your learning center.

Student Supervision and Safety

OGCS is responsible for the children entrusted to us by parents/guardians. Student safety is the priority of all OGCS staff. All Olive Grove Charter School Learning Center staff are responsible for the supervision of any and all students at all times while students are on campus, during school activities such as enrichment activities, and



during community field trips. Two or more OGCS staff must be present at all times when one or more OGCS students are present. Since OGCS learning centers are housed in publicly accessed buildings, OGCS students of any age are not to be left unattended at any time for any reason.

Signing In and Signing Out

All OGCS students, parents/guardians, and visitors must sign in and sign out when arriving at and departing from an OGCS learning center. High school students may sign themselves in and out, however they may NOT leave the learning center area for any reason without first signing themselves out. Elementary and middle school students must be signed in and out by a parent/guardian or person designated on the student's emergency card. Elementary and middle school students may not sign themselves in and out; parents/guardians (or authorized signer) must walk the student into and out of the center suites and sign the elementary and/or middle school student(s) in and out.

Meals

Students generally should plan to bring their own snacks, meals, and water as needed for the duration of the time they will be at a learning center. OGCS will provide one nutritionally adequate meal to eligible students scheduled to be onsite for two or more hours. Refrigeration and/or access to kitchen facilities are not available to parents/guardians and students at the learning center.

Dress Code

The student and the parent/guardian shall be informed about dress and grooming standards at enrollment or at the beginning of each school year and whenever these guidelines are revised. A student who violates these guidelines shall be subject to appropriate disciplinary action up to and including dismissal from the program.

School dress must not cause health, safety, discipline and/or instructional problems. A student may be requested to return home and change at the discretion of the learning center staff. The wearing of clothing, insignia, symbols, and gang-related apparel that may promote the use of any controlled substance will not be permitted. Any items that feature offensive and/or vulgar words, pictures, or drawings, or which include phrases of a sexual nature, or phrases that have derogatory language regarding a person's disability is unacceptable and will not be permitted. The wearing of clothing that is unduly revealing, or attire which detracts in any way from the educational mission of the school, is unacceptable.

1. All dress must be modest, neat, and clean.
2. Hair must be clean.
3. Shoes must be worn at all times.
4. All students may wear trousers and pants of any type as long as waist size and inseam measures match the student's measured waist and inseam size. Baggy pants that allow underwear to show are not allowed.
5. No exposed midriffs (stomach showing) or low-cut tops (no cleavage).
6. Length of shorts and skirts: Try this when buying shorts or skirts for school. When your student is standing, hands at sides, the tip of the longest finger should touch the material of the shorts or skirt. If the fingertip touches the skin on the leg, the clothing is too short for school wear.
7. Beach, swimwear and/or bare feet are unacceptable as are halter and tube tops. Tank top straps must be at least three inches wide. Spaghetti straps may be worn if a shirt is worn over or underneath.



Student Behavior and Communication Contract

Working at the Learning Center is a privilege granted to all students. Given the amount of support the Learning Centers provide, students who spend more time at the center have proven to be more successful in completing work and improving their grades. The following rules are put in place to maintain a positive, productive, and safe Learning Center environment:

- When in the center, students must treat other students, parents, guardians, and staff with kindness and respect.
- Sign in and out at the front desk every time you come to the center.
- Any time you leave the center, you must sign out and back in when you return.
- When a student leaves the center, they must wait in the lobby to be picked up or leave the center and not linger in outdoor spaces around the building.
- When not attending an advisor meeting, students should report to the designated supervised area of the center to work.
- When working in the center, students should work quietly and not distract other students. Maintain an atmosphere conducive to learning for all students.
- Lab classrooms are only available when class is in session or if a student gains permission from an advisor.
- Students must be respectful of the shared facility and clean up after themselves.
 - When inside or outside of the center, students must use appropriate language and volume.
 - Trash must be placed in trash cans and not be left in stairways or around the center.
 - When using the community restrooms, students should enter one at a time. When in the center, students must treat other students, parents, and staff with kindness and respect. Any conflict must be reported to the advisor immediately.
- When communicating with Olive Grove staff over the phone or email, language and tone need to be professional.
 - Phone calls and text messages may be monitored or recorded to protect the students and staff members at Olive Grove.
- If cell phones are observed by staff as becoming a distraction, staff may ask students to turn in their phones until they leave the center.
- The use/possession of tobacco, alcohol, or drugs is prohibited. Students may not come to the center under the influence. Students who appear to be under the influence will have their parent(s) called to be picked up immediately.
- Dangerous and/or concealed weapons are forbidden on school premises unless carried by law enforcement officers. If a weapon is discovered, it will be immediately confiscated, and the student may be suspended or expelled. If necessary, appropriate law enforcement will be called.

If any of the above rules are broken, the student will lose their privilege to work at the center for the rest of the semester. To work in the center again, a meeting will be held with the LC Director to evaluate if the student will be allowed back the next semester.

Virtual Participation Specifics

When meeting with others virtually in one-on one-meetings or in live sessions with other students please remember:

- Have your camera on for better communication.
- Follow dress code rules. Clothing should be appropriate and follow the in-person rules in the handbook.



- When meeting in group sessions, please mute yourself when you are not speaking.
- Students must treat other students, parents/guardians, and staff with kindness and respect. Any conflict should be reported to the advisor immediately.
- When communicating with Olive Grove staff and students over the phone, by email, or in Google Meet, language and tone need to be professional.
 - Phone calls and text messages may be monitored or recorded to protect the students and staff members at Olive Grove.

Health Screenings

The Charter School provides for the screening of students' vision and hearing and screening for scoliosis to the same extent as would be required if the students attended a non-charter public school. Screenings occur annually at no cost to families at all learning centers. Parents/guardians should contact their learning center in August of each year to identify the schedule of upcoming health screenings.

Student Study Team

A Student Study Team (SST) is a multi-disciplinary team that considers, plans, and assesses general education interventions and supports for students experiencing academic, speech/language, and/or social emotional/behavioral difficulties. This early intervention for struggling students through the SST process is a function of the general education program and not of special education. The SST process provides an opportunity for an in-depth focus on improving school success one student at a time.

The purpose of the (SST) is to problem-solve and to identify supports in the general education setting which allow a student to be successful in that setting.

A student may be referred to the SST for:

- Lack of academic progress
- Behavioral/emotional concerns
- Attendance/truancy issues
- Consideration for retention
- Social adjustment
- Consideration for special education disabilities
- Other unresolved parent/guardian concerns

The SST process involves collecting data and establishing an action plan for interventions. These interventions are implemented over a period of time (typically at least 6-8 weeks), and then the team follows up to assess progress and next steps.

If you have a concern about your child, please communicate with your child's Teacher Advisor.

High School Graduation Requirements

Students must be enrolled in forty-two (42) semester courses (equaling 210 semester units of credit) to successfully graduate from Olive Grove Charter School. Students shall satisfactorily complete a curriculum of not less than 210 semester units of credit, which satisfies the following criteria.

- 1) English/ language arts- 40 credits. Students must be enrolled in eight (8) semesters (or equivalent) of



integrated courses combining instruction in listening, speaking, writing, reading, and the study of literature.

- 2) Mathematics- 20 credits. Students must be enrolled in a minimum of four (4) semesters (or equivalent) of Mathematics coursework. Students must successfully complete Algebra 1. UC/CSU bound students must have a minimum of 30 credits of college-prep mathematics.
- 3) Social Studies- 30 credits. Students must be enrolled in a minimum of six (6) semesters (or equivalent) of Social Studies coursework. These credits must include 10 credits in US History, 10 credits in World History, 5 credits in United States Government, and 5 credits in Economics.
- 4) Science- 20 credits. Students must be enrolled in a minimum of four (4) semesters (or equivalent) of Science coursework. These must include 10 credits in Physical Science and 10 credits in Life Science. UC/CSU bound students must have a minimum of 10 credits of college-prep Biology and a minimum of 10 credits of college-prep Chemistry or Physics.
- 5) Physical Education- 20 credits. Students must be enrolled in a minimum of four (4) semesters (or equivalent) of Physical Education activities.
- 6) Language other than English and/or Visual/Performing Arts- 10 credits. Students must be enrolled in a minimum of two (2) semesters (or equivalent) of a Fine Art or Foreign Language coursework. UC/CSU bound students must have 20 credits of Language other than English and 10 credits of Visual/Performing Arts.
- 7) Health Education- 5 credits. Students must be enrolled in a minimum of one (1) semester (or equivalent) of health coursework.
- 8) Technology/Vocation/Life Skills- 10 credits. Students must be enrolled in a minimum of two (2) semesters (or equivalent) of Technology/Vocation/Life Skills coursework.
- 9) Electives- 55 credits. Students must be enrolled in eleven (11) semesters (or equivalent) of Elective coursework.



Annual Notices

Animal Dissections

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

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.

Cal Grant Program

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

California Healthy Kids Survey

The California Healthy Kids Survey (CHKS) is an anonymous assessment which is focused on five important areas for guiding school and student improvement:

- student connectedness, learning engagement/motivation, and attendance;
- school climate, culture, and conditions;
- school safety, including violence perpetration and victimization/bullying;
- physical and mental well-being and social-emotional learning; and
- student supports, including resilience-promoting developmental factors (caring relationships, high expectations, and meaningful participation).

The Charter School administers the CHKS annually to gather key benchmark data for our Local Control Accountability Plan (LCAP) to improve teaching and learning for all students.

The survey is anonymous and confidential, no one will ever connect answers with a specific student. Additional notice will be provided to families before the survey is administered.



Diabetes

The Charter School will provide information regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information includes, but is not 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.

A copy of the information regarding type 2 diabetes can be found at <https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp>.

Please contact the OGCS District Office if you need a copy of this information or if you have any questions about this information.

Education for Homeless Children and Youth

Definitions: 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)):

Johanna Chase, Director of Education and Student Support
2353 South Broadway, Upstairs
Santa Maria, CA 93454
(805) 623-1111, ext. 1102

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 Charter School personnel, through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.



3. Homeless students and families receive educational services for which they are eligible, including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act (“IDEA”); any other preschool programs administered by the 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, the Charter School’s 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.

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

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

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

Availability of Complete Policy: For any Homeless Youth who enrolls at the Charter School, a copy of the Charter School's complete Education for Homeless Children and Youth Policy shall be provided at the time of enrollment.



A copy of the complete Policy is included in the Full Policies section of this document and is available upon request at the OGCS District Office.

Education of Foster and Mobile Youth

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

- “Foster youth” means any of the following:
 1. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code (“WIC”) section 309 (whether or not the child has been removed from the child’s home by juvenile court).
 2. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
 3. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
 - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
 - b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
 - c. The nonminor is participating in a transitional independent living case plan.
 4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.
 5. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
- “Former juvenile court school student” means a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to the Charter School.
- “Child of a military family” refers to a student who resides in the household of an active duty military member.
- “Currently Migratory Child” refers to a child who, within the last 12-months, has moved with 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. This 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.
- “Student participating in a newcomer program” means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.
- “Educational Rights Holder” (“ERH”) means a parent, guardian, responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student 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 notice, foster/juvenile court youth, former juvenile court school students, a child of a military family, a currently migratory child, and a student participating in the newcomer program will be referred to collectively as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent."

Foster and Mobile Youth Liaison: The OGCS, Inc. Governing Board or designee designates the following position as the Charter School's liaison for Foster and Mobile Youth:

Johanna Chase, Director of Education and Student Support
2353 South Broadway, Upstairs
Santa Maria, CA 93454
(805) 623-1111, ext. 1102

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

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of foster children.
2. Ensure proper transfer of credits, records, and grades when foster youth transfer to or from the Charter School.
3. 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.
4. 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.

School Stability and Enrollment: The Charter School will work with foster youth and their parent 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).

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 Transitional 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 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.

Transfer of Coursework and Credits: The Charter School shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school, 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 parent, 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: Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and students 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 student 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 parent, 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 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 Charter School shall notify a Foster and Mobile Youth and their parent 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 a Foster and Mobile Youth 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 they are 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 Executive Director or designee shall:

1. Inform the student and the parent 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 parent 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 parent, permit the student to stay in school for a fifth year to complete the Charter School's graduation requirements.

Student Records: When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new 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.

Discipline Determinations: When required by law, the Charter School will 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.

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 at the OGCS District Office.

Availability of Complete Policy: For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete Education of Foster and Mobile Youth Policy shall be provided at the time of enrollment. A copy of the complete Policy is included in the Full Policies section of this document and is available upon request at the OGCS District Office.

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 identified 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.

Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. The Charter School believes it is a priority to inform our students about (1) 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.

For statistics, information, and prevention resources, please view the US Department of Education's [Human Trafficking of Children in the United States A Fact Sheet for Schools](#). We also recommend the [National Human Trafficking Hotline](#) website. Their [Safety Planning](#) page has a wealth of information including potential red flags for human trafficking situations, safety tips, online safety, and safety apps.



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 instruction on prevention of human trafficking. An opt out form is available; contact the OGCS District Office for a copy. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and additional resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available. Please contact the OGCS District Office.

Immunizations

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must have a minimum number of immunizations (shots) before they can attend school. Immunization records will be requested of all incoming students. California schools are required to check immunization records for all new student admissions at Transitional Kindergarten (TK)/Kindergarten (K) through 12th grade and all students advancing to 7th grade before entry. Parents must show their child's Immunization Record as proof of immunization. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. Students who are enrolled in an independent study program and do not receive classroom-based instruction are exempt from the immunization requirements. OGCS students engage in non-classroom based instruction in an independent study environment. The immunization status of all students will be reviewed periodically. 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.

Immunization records shall be part of the mandatory permanent pupil record and shall be kept in accordance with the Charter School's recordkeeping procedures.

California immunization requirements for TK-12 schools include:

Child's Grade	List of shots required to attend school
Students admitted TK/K-12	<ul style="list-style-type: none">● Diphtheria, Tetanus, and Pertussis (DTaP, DTP, Tdap, or Td) — 5 doses (4 doses OK if one was given on or after 4th birthday. 3 doses OK if one was given on or after 7th birthday.) For 7th-12th graders, at least 1 dose of pertussis-containing vaccine is required on or after 7th birthday.● Polio (OPV or IPV) — 4 doses (3 doses OK if one was given on or after 4th birthday)● Hepatitis B — 3 doses (not required for 7th grade entry)● Measles, Mumps, and Rubella (MMR) — 2 doses (Both given on or after 1st birthday)● Varicella (Chickenpox) — 2 doses
Students entering 7th Grade	<ul style="list-style-type: none">● Tetanus, Diphtheria, Pertussis (Tdap) —1 dose (Whooping cough booster usually given at 11 years and up)● Varicella (Chickenpox) — 2 doses (Usually given at ages 12 months and 4-6 years)



Information Regarding Financial Aid

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

- The FAFSA form and information regarding the FAFSA are available at <https://studentaid.gov/h/apply-for-aid/fafsa>.
- The California Dream Act Application and information regarding the California Dream Act are available at <https://dream.csac.ca.gov/landing>.

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 (“Intent to Withdraw Letter”). 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 Intent to Withdraw Letter 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.

If the parent/guardian is nonresponsive to the Intent to Withdraw Letter, the student will be disenrolled as of the effective date set forth in the Intent to Withdraw Letter. 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 similar issues continue or reoccur or new issues arise.

Lost or Damaged School Property

If a student damages (willfully or by neglect) the Charter School’s property or the personal property of a Charter School employee, or fails to return a textbook, library book, Chromebook/computer/tablet or other Charter School property that has been loaned to the student, the student’s parent(s)/guardian(s) are liable for replacement of said property and/or all damages caused by the student’s misconduct/neglect. After notifying the student’s parent or guardian in writing of the student’s alleged misconduct and affording the student due



process, participation in activities will be denied (including the graduation ceremony) and the Charter School may withhold the student's grades, transcripts, and/or 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, the Charter School will provide a repayment plan or a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon full repayment or completion of the voluntary work, the student's grades and diploma will be released.

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 available to your child:

Available on Campus:

- School-based counseling services – Your child is encouraged to directly contact a Charter School counselor by contacting the counselor directly or by asking their teacher advisor to have the counselor contact them. 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 within this notice, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to contact your child's teacher advisor to request an evaluation.
- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from Charter School staff in providing this medication to your child, please contact the Learning Center Director at your student's learning center.

Available in the Community:

- County of Santa Barbara Behavioral Wellness 24 Hour Crisis Response and Services 888-868-1649
 - [County of Santa Barbara Behavioral Wellness online resources](#)
- Safe Alternatives for Treating Youth (SAFTY) 888-334-2777 (8:00am to 8:00pm daily)

Available Nationally:

- 988 Suicide and Crisis Lifeline - Call or text **988** or chat 988lifeline.org
If you or someone you know is having thoughts of suicide or experiencing a mental health or substance use crisis, the 988 Lifeline provides 24/7 connection to confidential support.
- National Suicide Prevention Hotline - **(800) 273-TALK** (800-273-8255) suicidepreventionlifeline.org
Counselors are available 24 hours a day for referrals.
800-273-TALK (8255) number will continue to function indefinitely, but please note that 988 has been designated as the new three-digit dialing code that will route callers to the National Suicide Prevention Lifeline.
The Trevor Project - **866-488-7386** thetrevorproject.org
This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24.
- Big Brothers/Big Sisters of America - **(813) 720-8778** bbbs.org
This organization is a community-based mentorship program.



Nondiscrimination Statement

Olive Grove Charter Schools, Inc. and the Olive Grove Charter Schools do not discriminate on the basis of race, color, national origin, sex, disability, age, or any other legally protected category in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies:

Meg Rydman, Executive Director, Title IX Coordinator
2353 South Broadway, Upstairs
Santa Maria, CA 93454
(805) 623-1111, ext. 1106
mrydman@olivegrovecharter.org

For further information on notice of non-discrimination, visit <https://ocrcas.ed.gov/contact-ocr> for the address and phone number of the office that serves your area, or call 1-800-421-3481.

Nutritionally Adequate Free or 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. Information regarding eligibility is collected annually via the Household Data Collection form, submitted electronically through your Parent Portal.

Oral Health Assessment

Students entering kindergarten in a public school or first grade (if the student was not previously enrolled in kindergarten in a public school) are required to present proof of an oral health assessment completed by a licensed dentist or other licensed or registered dental professional performed no earlier than 12 months prior to the date of initial enrollment. Please contact the OGCS District Office if you have questions about this requirement.

Parent and Family Engagement

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 stance on Parent and Family Engagement leverages and promotes active involvement of all families as partners with schools to ensure student success. As the Charter School receives Title I, Part A funds, OGCS will cooperatively develop/review a parent and family engagement policy in accordance with ESSA § 1116 and 20 U.S. Code § 6318.

Pregnant and Parenting Students

The Charter School recognizes that pregnant and parenting pupils are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their child(ren). A pregnant or parenting pupil is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the pupil's physician, which the pupil may take before the birth of the pupil's infant if



there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the pupil who gives or expects to give birth and the infant, and to allow the pregnant or parenting pupil to care for and bond with the infant. The Charter School will ensure that absences from the pupil's regular school program are excused until the pupil is able to return to the regular school program or an alternative educational program.

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

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

Meg Rydman, Executive Director
2353 South Broadway, Upstairs
Santa Maria, CA 93454
(805) 623-1111, ext. 1106
mrydman@olivegrovecharter.org

A copy of the UCP is available on the school's website or upon request at the OGCS District Office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Executive Director.

Right to Ask for Teacher Qualifications

Parents or guardians may request information regarding the professional qualifications of teachers and/or paraprofessionals who provide instructional services to their children.

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.

If you would like this information, please contact the OGCS District Office at 805-623-1111.

School Safety Plan

The Charter School has established a School Safety Plan. An updated file of all non-sensitive safety-related plans and materials is available for review upon request at each OGCS learning center and at the OGCS District Office.



OGCS reviews and updates its plan annually and presents it to the Board of Directors by March 1. Each learning center engages with education partners including emergency response personnel for this annual review and to update the safety plan. Plans provide guidance for, among other things, the response to and/or the prevention of bullying, child abuse, disasters, and criminal activity. Key elements are in the School Accountability Report Card. Planned responses to criminal incidents are not disclosed. The Uniform Complaint Procedure can be used regarding School Safety Plan compliance. [EC 32281, 32282.1, 32286, 32288, 32289, 51101]

Section 504

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the Charter School. Any student who has a physical or mental impairment that substantially limits one or more major life activities, including, but not limited to learning, is eligible for accommodations by the Charter School. The parent or guardian of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Charter School's 504 Coordinator. A copy of the Charter School's Section 504 policies and procedures is available upon request at the OGCS District Office.

OGCS 504 Coordinator

Johanna Chase, Director of Education and Student Support

(805) 623-1111, ext. 1102

jchase@olivegrovecharter.org

Sexual Health Education (California Healthy Youth Act)

The Charter School offers comprehensive sexual health education to its students in grades 7-12, once in middle school and once in high school. 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 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.

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.

Special Education/Students with Disabilities

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The Charter School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act ("IDEA"), Education Code requirements, and applicable policies and procedures of the El Dorado Charter SELPA. These services are available for special education students enrolled at the Charter School. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The Charter School collaborates with 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 your child's teacher advisor or the Special Education Support Facilitator.

State Testing

The Charter School shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress ["CAASPP"].) Notwithstanding any other provision of law, a parent's or guardian's written request to Charter School officials to excuse his or her child from any or all parts of the state assessments shall be granted.

Student Records, including Records Challenges and Directory Information

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

1. The right to inspect and review the student's education records within 10 days after the day the Charter School receives a request for access.

Parents or eligible students should submit to the Director of Enrollment and Data Services a written request that identifies the records they wish to inspect. The Director of Enrollment and Data Services will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.



2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the Charter School to amend a record should write to the Director of Enrollment and Data Services, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the record as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

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

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the 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 school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; 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 his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

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

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

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by Olive Grove Charter Schools, Inc. to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the Charter School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student to the following parties:



- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the school has designated as "directory information" under §99.37. (§99.31(a)(11))

OGCS may disclose appropriately designated "directory information" without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the OGCS to include this type of information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production;



- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent’s prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the *Elementary and Secondary Education Act of 1965* (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student’s information disclosed without their prior written consent.¹

If you do not wish OGCS to disclose directory information from your child’s education records without your prior written consent, you must notify the Director of Enrollment and Data Services in writing.

OGCS has designated the following information as directory information:

- Student’s name**
- Address**
- Telephone listing**
- Electronic mail address**
- Photograph**
- Date and place of birth**
- Dates of attendance**
- Grade level**
- Demographic information**
- Participation in officially recognized activities and sports**
- Degrees, honors, and awards**
- The most recent educational agency or institution attended**
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student’s social security number, in whole or in part, cannot be used for this purpose.)**

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

Surveys About Personal Beliefs

Unless you give written permission, your child will not be given any test, questionnaire, survey, or examination containing any questions about your child’s, or their parents’ or guardians’ personal beliefs or practices in sex, family life, morality, or religion.

Uniform Complaint Procedures (UCP)

The Charter School’s 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

¹ Section 9528 of the Elementary and Secondary Education Act (20 U.S.C. § 7908) and 10 U.S.C. § 503(c)



governing educational programs. Pursuant to this policy, persons responsible for conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing for the following types of complaints:

- Complaints of unlawful discrimination, harassment, intimidation or bullying against any protected group, including actual or perceived discrimination, on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, gender expression, gender identity, gender, genetic information, immigration status/citizenship, marital status, medical condition, nationality, national origin, race or ethnicity, religion, 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.
- Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils, and Pupils from Military Families, Local Control and Accountability Plans (LCAP), Migrant Education Programs, Every Student Succeeds Act / No Child Left Behind Act (2001), Programs (Titles I-VII), including improving academic achievement, compensatory education, limited English proficiency, and migrant education, Special Education Programs, State Preschool, Bilingual Education Comprehensive School Safety Plans.
- A pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A complaint may also be filed alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
 - “Educational activity” means an activity offered by a school, school district, charter school or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
 - “Pupil fee” means a fee, deposit or other charge imposed on pupils, or a pupil’s parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils 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:
 - A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
 - A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
 - A pupil fees complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.
 - If the Charter School finds merit in a pupil fees complaint the Charter School shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.
 - Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or school districts, school, and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.



- Complaints of noncompliance with the requirements governing the Local Control Funding Formula, Local Control and Accountability Plans, or Sections 47606.5 and 47607.3 of the Education Code, as applicable.
- Complaints of noncompliance with the requirements of Education Code Section 222 regarding the rights of lactating pupils on a school campus.
- Complaints of noncompliance with the requirements of Education Code Section 48645.7 regarding the rights of juvenile court school pupils when they become entitled to a diploma.
- Complaints of noncompliance with the Charter School's School Safety Plan

Compliance Officer: The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure OGCS's compliance with law:

Meg Rydman, Executive Director
2353 South Broadway, Upstairs
Santa Maria, CA 93454
(805) 623-1111, ext. 1106
mrydman@olivegrovecharter.org

The complainant has a right to appeal Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within fifteen (15) days of receiving the final written Decision.

A complainant may pursue available civil law remedies outside of the School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) 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 OGCS has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.

A copy of the full UCP is included in the Full Policies section of this document. A copy of the UCP shall be available upon request free of charge in the OGCS District Office.

Full Policies

Education for Homeless Children and Youth Policy

The Olive Grove Charter Schools, Inc. ("OGCS" or the "Charter School") 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)):

Johanna Chase, Director of Education and Student Support
2353 South Broadway, Upstairs
Santa Maria, CA 93454
(805) 623-1111, ext. 1102

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 Charter School personnel, through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act (“IDEA”); any other preschool programs administered by the 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, the 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 (“CDE”) 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

The 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.

The 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’s 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).)

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. 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. 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).)

Housing Questionnaire

The Charter School shall administer a housing questionnaire for purposes of identifying homeless children and youth. The Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. The Charter School shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at the Charter School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in the primary language other than English spoken by fifteen (15) percent or more of the students enrolled at the Charter School and shall be translated into other languages upon request of a student’s parent/guardian or an unaccompanied youth. The Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)



Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in the Charter School such as (42 U.S.C. § 11432(g)(4)):

- Transportation services if/when available to all OGCS students
- 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
- Charter School nutrition programs

Transportation

In the event that the Charter School provides transportation services to all OGCS students, the Charter School shall provide comparable transportation services to each homeless child or youth attending the Charter School, as noted above. (42 U.S.C. § 11432(g)(4).)

If the Charter School does not otherwise provide transportation services to all OGCS students, the Charter School shall ensure that transportation is provided for homeless students to and from the Charter School, at the request of the parent or guardian (or Charter School Liaison), if the Charter School is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J).) Transportation provided by the Charter School will be adequate and appropriate for the Student's situation, but the Charter School does not commit to any one method of transportation for all youth.

Professional Development

All administrators, teachers and employees of the Charter School, including the Charter School Liaison, will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. The Charter School Liaison will send verification that the Charter School is providing the required training to school personnel providing services to youth experiencing homelessness at least annually. (Education Code Section 48852.5(c)(2).)

High School Graduation Requirements

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

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

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder, and the 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 at least twice (2) annually while enrolled at the Charter School. This notice must be signed by the parent/guardian. The notice must outline general rights, include the name of the Charter School Liaison with contact information, and specifically state that (1) the choice of schools homeless children and youth are eligible to attend; (2) that no homeless student is required to attend a separate school for homeless children; (3) that homeless children and youth shall be provided comparable services; and (4) that homeless children should not be stigmatized by Charter School personnel. (42 U.S.C. § 11432(e)(3)(C).)

Annual Policy Review

The Charter School shall annually review and revise, as necessary, 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.

School Website Posting

The Charter School shall ensure that the following information is posted, and updated as necessary, on its internet website:

- The name and contact information of the Charter School Liaison(s) for homeless children and youths.
- The contact information of any employee or contractor that assists the Charter School Liaison in completing the liaison's duties.
- Specific information regarding the educational rights and resources available to persons experiencing homelessness.

Education of Foster and Mobile Youth Policy

Introduction

The Board of Directors of Olive Grove Charter Schools, Inc. ("OGCS" or 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 any of the following:
 1. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code ("WIC") section 309 (whether or not the child has been removed from the child's home by juvenile court).
 2. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.
 3. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
 - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.



- b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization
 - c. The nonminor is participating in a transitional independent living case plan.
4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.²
 5. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
- “Former juvenile court school student” means a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to the Charter School.
 - “Child of a military family” refers to a student who resides in the household of an active duty military member.
 - “Currently Migratory Child” refers to a child who, within the last 12-months, has moved with 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. This 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.
 - “Student participating in a newcomer program” means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.
 - “Educational Rights Holder” (“ERH”) means a parent, guardian, responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student 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 students, a child of a military family, a currently migratory child, and a student 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 Board of Directors 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:

Johanna Chase, Director of Education and Student Support

² The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.



2353 South Broadway, Upstairs
Santa Maria, CA 93454
(805) 623-1111, ext. 1102

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 youth.
2. Ensure proper transfer of credits, records, and grades when foster 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, including but not limited to Learning Center Directors, Counselors, and the Enrollment and Records department, 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 Executive Director 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 WIC 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 in 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 Transitional 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 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.

Transfer of Coursework and Credits

The Charter School shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school³, 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

³ 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.



school, and students 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 student 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 Executive Director 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 a Foster and Mobile Youth 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 they are 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 Executive Director 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, permits 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 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 at the main office.



Independent Study Policy

Olive Grove Charter Schools, Inc. (“OGCS” or “Charter School”) shall offer independent study to meet the educational needs of pupils enrolled in the Charter School. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum and is provided as an optional alternative instructional strategy by which pupils may reach curriculum objectives and fulfill OGCS graduation requirements. Independent study shall offer a means of individualizing the educational plan for students whose needs may be met best through study outside of the regular classroom setting. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the OGCS Governing Board (“Board”) for implementation at OGCS:

1. For pupils in the following grade levels and programs offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be as follows:
 - a. TK – 3rd Grade: Ten (10) school days.
 - b. 4th – 8th Grade: ten (10) school days.
 - c. 9th – 12th Grade: fifteen (15) school days.

The Executive Director or designee may approve a period not to exceed four (4) weeks when special or extenuating circumstances justify a longer period of time for individual pupils determined on a case-by-case basis.

The Board recognizes that independent study may be used as an option to encourage pupils to remain in school. Teachers should carefully set the duration of independent study assignments, within the limits specified by the Board, above, to help identify pupils who are falling behind in their schoolwork and/or in danger of dropping out of school.

2. The Director or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - a. When any pupil fails to complete three (3) consecutive independent study assignments during any period of twenty (20) school days.
 - b. When any pupil misses without valid reason(s) two (2) appointments with their supervising teacher, education specialist, and/or counselor.
 - c. In the event a student’s educational progress falls below satisfactory levels as determined by the Charter School’s Academic Probation Policy which considers ALL of the following indicators:
 - The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - Learning required concepts, as determined by the supervising teacher.
 - Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

3. The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.
4. The Charter School has adopted tiered reengagement strategies for the following pupils:



- a. All pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;
- b. Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
- c. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

- a. Verification of current contact information for each enrolled pupil;
 - b. Notification to parents or guardians of lack of participation within one school day of the absence or lack of participation;
 - c. Outreach from the Charter School to determine pupil needs including connection with health and social services as necessary;
 - d. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.
5. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:
- a. For pupils in transitional kindergarten through grade 3, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: The teacher or teachers of record will provide daily opportunities for instruction via a morning meeting, lunch bunch, and/or afternoon roundup meeting, which will include a lesson and time for peer-to-peer interaction as well as interaction between pupils and teacher.
 - b. For pupils in grades 4-8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows:
OGCS will schedule daily activities to provide opportunities for live interaction between each pupil and an employee of the school. The teacher or teachers of record will provide weekly opportunities for synchronous instruction via individual meetings, small group activities, and/or homeroom-style multi-grade class meetings.
 - c. For pupils in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows:
The supervising teacher will provide weekly opportunities for synchronous instruction via individual meetings, small group activities, and/or homeroom-style, multi-grade class meetings.
6. When a family indicates a wish to return their pupil or pupils to in-person instruction from independent study, OGCS shall provide the family with options within their district of residence or surrounding areas for in-person instruction expeditiously, and, in no case, later than five instructional days.
7. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
- a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.



- b. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
- c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- d. A statement of the policies adopted pursuant to subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
- e. The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
- i. For a pupil participating in an independent study program that is scheduled for more than 14 school days, each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. Beginning in the 2022–23 school year, for a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
 - Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the



use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

8. The Charter School shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.
9. The Director may establish regulations to implement these policies in accordance with the law.

Staff/Student Interaction Policy

Professional Boundaries

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

Corporal Punishment

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

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

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
 1. Stopping a student from fighting with another student;
 2. Preventing a pupil from committing an act of vandalism;
 3. Defending yourself from physical injury or assault by a student;
 4. Forcing a pupil to give up a weapon or dangerous object;
 5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
 6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
- B. Examples of PROHIBITED actions (corporal punishment)
 1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
 2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
 3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

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

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



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

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

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

Duty to Report Suspected Misconduct

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

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

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

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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



Cautionary Staff/Student Behaviors

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

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

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Director of Human Resources and/or Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

Student Use of Technology Policy & Acceptable Use Agreement

STUDENT USE OF TECHNOLOGY POLICY

Olive Grove Charter Schools, Inc. (OGCS) supports the use of technology for the purpose of enhancing instruction and improving student learning. Technology is embedded throughout the California Common Core Standards and is an integral part of instruction and student productivity. In preparing students to be college and career ready, technology provides opportunities for students to become collaborative, communicative, creative, and critical learners. OGCS is committed to delivering high-quality educational experiences for students that will give them the skills needed to succeed in both college and today's workforce. OGCS offers teachers, students, and other school personnel access to computer networks and devices to access district supplied technology and online resources to extend learning on and off-learning centers.



The Board of Directors of Olive Grove Charter Schools, Inc. (“OGCS” or the “Charter School”) finds that new technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. The Charter School offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. By its adoption of this Policy, the 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.

Educational Purpose

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 education. Students and staff have a duty to use Charter School resources only in a manner specified in the Policy.

Classroom Computers

- Computers in classrooms are managed by the classroom teachers and must be checked out each day and returned before leaving the classroom.

School-issued Chromebooks

- To facilitate the use of computer technology by students for educational purposes, OGCS has developed a program wherein a student is issued a Chromebook for educational purposes.

“**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.

Network Access and Usage

Free WiFi is available to any and all students of OGCS. Usage of OGCS WiFi is a privilege not a right. OGCS has the ability and right to revoke internet access from any device connected to OGCS WiFi at any time. Student usage of OGCS WiFi is limited solely to the OGCS_STUDENTS network and student access to any other OGCS WiFi is strictly prohibited.

Notice and Use

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 to 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 OGCS computers, laptops, or tablets to access the internet or online services on an OGCS campus and may have teacher aides, student aides, and volunteers assist in this monitoring. Parents/guardians are required to supervise and monitor their child's use of OGCS 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 comment or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.⁴ Students are expected to follow safe practices when using

⁴ "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:

- Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupil's person or property.
- Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the school.

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 message, text, sound, video, or image.
- A post on a social network Internet Web site, including, but not limited to:
 - Posting to or creating a "burn page" (i.e., an Internet Web site created for the purpose of bullying).
 - 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.
 - 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.
- 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



Charter School technology.

OGCS 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.

ACCEPTABLE USE AGREEMENT

The Charter School 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:

Chromebook Distribution and Care

"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.



1. Chromebooks that are issued to students are the property of OGCS and are made available to students as learning tools.
2. Students will be issued their Chromebooks at the beginning of the school year and will keep their Chromebook until requested by the OGCS to return it. The student will be expected to return the Chromebook to the school if they no longer attend OGCS.
3. Chromebooks will have a technology ID tag affixed for identification, students must not remove or damage this tag beyond legibility.
4. Students are responsible for knowing how to properly operate and protect the Chromebook. This includes cleaning the screen with a soft, dry, or anti-static cloth and not leaving the Chromebook in a location where it can be damaged by temperature or moisture. Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.
5. Students/parents are solely responsible for the care and security of the student's Chromebook. Chromebooks must never be left in an unlocked car or any unsupervised area and should not be left visible in an unattended car, even if the car is locked.
6. If the Chromebook is damaged or malfunctions, students should notify their Teacher as soon as possible for damage evaluation. If a student damages the Chromebook (outside of reasonable wear and tear), the students/parents are responsible for the expense of repairing or replacing the device.
7. If the Chromebook is lost or stolen, the student must report the incident to their teacher as soon as possible. In the case of theft, the student must also file a police report. Students/parents are responsible for replacing the lost or stolen Chromebook at his/her own cost.
8. Students/parents are not permitted to repair, alter, modify or replace Chromebooks without express authorization from OGCS. Under no circumstance will OGCS replace or repair a student Chromebook without the required payment from the student/parent.
9. Chromebooks must remain free of any writing, drawing, stickers or labels that are not identifying labels placed by OGCS.
10. VPN and Proxy software is not permitted.
11. Students are expected to have their fully charged Chromebooks at school meetings and when working at the LC. Students who do not have their Chromebooks fully charged and at school may encounter consequences at the discretion of the teacher/administration.
12. While in the Learning Center, sound must be muted at all times unless permission is obtained from the teacher for instructional purposes.

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.

Protection Measures. While the Charter School is able to 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 OGCS 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 OGCS equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

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.

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.

Disruptive Activity. Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.

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.



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.

Technology Systems/Equipment Care. After reading the Student Use of Technology Policy and the Acceptable Use Agreement, please complete this 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. This document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties. OGCS encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

As a user of Charter School technologies, I have read Student Use of Technology Policy and hereby agree to comply with it and the Acceptable Use Agreement.

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 OGCS's property, including but not limited to OGCS's technology, equipment and networks, or fails to return OGCS'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, OGCS 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, OGCS 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).

Suspension/Expulsion Policies and Procedures

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

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

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



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

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on 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 the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student's parent, guardian, or educational rights holder initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

A. Grounds for Suspension and Expulsion of Students

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

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.



- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to 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.
 - 1) Except as provided in Education Code Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property. 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, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.



- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual



- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property. 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, or the personal property of the person threatened or his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.



- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
 - w) Possessed, sold, or otherwise furnished any knife 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 dangerous object 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.
- b) Brandished a knife at another person.
- c) Sold a controlled substance.
- d) Committed or attempted to commit sexual assault.
- e) Possessed an explosive

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

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

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

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or the Executive Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the 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 Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

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

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall



state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

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

This determination will be made by the 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.

D. Authority to Expel

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

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

E. Expulsion Procedures

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.

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

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

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



8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

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

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



extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

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

H. Presentation of Evidence

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

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

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

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Executive Director or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The 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.

J. Disciplinary Records

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

K. No Right to Appeal

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

L. Expelled Pupils/Alternative Education



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

M. Rehabilitation Plans

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

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board of Directors following a meeting with the 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 his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

The Charter School 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 the Charter School 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, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

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



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

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

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

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

4. Due Process Appeals

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

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise. In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

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

5. Special Circumstances

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

The 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 IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.
The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:
- a) The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
 - b) The parent has requested an evaluation of the child.
 - c) The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the special education staff, Learning Center Principal, Executive Director, or to other Charter School supervisory personnel.

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

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

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

Title IX, Harassment, Intimidation, Discrimination & 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, Olive Grove Charter Schools, Inc. ("OGCS" 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 campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration and citizenship status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a



person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this Policy. Hereafter, such actions are referred to as “misconduct prohibited by this Policy.”

To the extent possible, OGCS 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. OGCS staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, OGCS will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom OGCS 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. OGCS will promptly and thoroughly investigate any complaint of such misconduct prohibited by this Policy and take appropriate corrective action, if warranted.

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

Meg Rydman
Executive Director
(805) 623-1111
mrydman@olivegrovecharter.org

Definitions

Prohibited Unlawful Harassment

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

Prohibited Unlawful Harassment under Title IX

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

OGCS is committed to providing an educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's 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 to unwelcome sexual attention or conduct or intentionally making the student's academic performance more difficult because of the student's sex.
- Sexual or discriminatory displays or publications anywhere in the educational environment, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the educational environment.
 - Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (other than restrooms or similar rooms).

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

Prohibited Bullying

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

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

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



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

Electronic act means the creation and transmission originated on or off the 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 pupil for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
3. An act of "Cyber sexual bullying" including, but not limited to:
 - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, 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.

Bullying and Cyberbullying Prevention Procedures

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

1. Cyberbullying Prevention Procedures

OGCS 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.

OGCS informs employees, students, and parents/guardians of OGCS's policies regarding the use of technology in and out of the classroom. OGCS encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

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

OGCS 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 pupils based on protected characteristics.

OGCS'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.

OGCS 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

OGCS 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 OGCS employees who have regular interaction with pupils.

OGCS 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

OGCS also informs certificated employees about the groups of students determined by OGCS, 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.

OGCS encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for OGCS's students.



Grievance Procedures

1. Reporting

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

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

Meg Rydman
Executive Director
(805) 623-1111
mrydman@olivegrovecharter.org

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

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

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

OGCS prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this Policy. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

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

2. Investigation

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of OGCS, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, he or she will inform the complainant and any other relevant parties and provide an approximate date when the investigation will be complete.



At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, in no case may the Coordinator or administrative designee reveal confidential information related to other students or employees, including the type and extent of discipline issued against such students or employees.

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

3. Consequences

Students or employees who engage in misconduct prohibited by this Policy will be subject to disciplinary action.

4. Uniform Complaint Procedures

When harassment, discrimination, intimidation or bullying is based upon one of the protected characteristics set forth in this Policy, a complainant may also fill out a Uniform Complaint Procedures (“UCP”) complaint form at any time during the process.

5. Right of Appeal

Should the reporting individual find the Coordinator’s resolution unsatisfactory, he/she may follow the Dispute Resolution Process found in the Student/Family Handbook.

Uniform Complaint Procedures (UCP)

Scope

Olive Grove Charter School, Inc.’s (“OGCS” or “School”) policy is to maintain a positive and productive working and educational environment. OGCS 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 conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing for the following types of complaints:

- (1) Complaints of unlawful discrimination, harassment, intimidation or bullying against any protected group, including actual or perceived discrimination, on the basis of the actual or perceived characteristics of age, ancestry, color, disability, ethnic group identification, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, 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 OGCS program or activity.
- (2) Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: Adult Education Programs, Consolidated Categorical Aid Programs, Migrant Education, Career Technical and Technical Education and Career Technical and Technical Training Programs, Child Care and Development Programs, Child Nutrition Programs, and Special Education Programs.
- (3) A complaint may also be filed alleging that a pupil 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 a school, school district, charter school or county office of education 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 pupils, or a pupil’s parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils 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 pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
 - ii. A security deposit, or other payment, that a pupil 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 pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.
 - d. If OGCS finds merit in a pupil fees complaint OGCS shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by OGCS to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.
 - e. Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or school districts, school, and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.

- (4) Complaints of noncompliance with the requirements governing the Local Control Funding Formula or Sections 47606.5 and 47607.3 of the Education Code, as applicable.

Complaints regarding employee discipline and/or dismissal shall not be governed by this policy. Instead, employment-related complaints will be resolved in accordance with the OGCS Employee Handbook and/or applicable Board Policies.

OGCS 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] the confidentiality of the parties and the integrity of the process. OGCS cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, OGCS will attempt to do so as appropriate. OGCS may find it necessary to disclose information regarding the complaint/complainant to the extent necessary to carry out the investigation or proceedings, as determined by the Director or designee on a case-by-case basis.

OGCS prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of unlawful discrimination, harassment, intimidation or bullying. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

Compliance Officers

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure OGCS's compliance with law:

Meg Rydman, Executive Director
2353 South Broadway, Upstairs
Santa Maria, CA 93454
(805) 623-1111



The Director or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Director or designee.

Should a complaint be filed against the Director, the compliance officer for that case shall be the Chair of OGCS Board of Directors.

Notifications

The Director or designee shall annually provide written notification of OGCS's uniform complaint procedures to employees, students, parents and/or guardians, advisory committees, private school officials and other interested parties (e.g., Adult Education).

The annual notice shall be in English, and when necessary, in the primary language, pursuant to section 48985 of the Education Code if fifteen (15) percent or more of the pupils enrolled in OGCS speak a single primary language other than English.

The Director or designee shall make available copies of OGCS's uniform complaint procedures free of charge.

The annual notice shall include the following:

- (a) A statement that OGCS is primarily responsible for compliance with federal and state laws and regulations.
- (b) A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- (c) A statement identifying the responsible staff member, position, or unit designated to receive complaints.
- (d) A statement that the complainant has a right to appeal OGCS's decision to the CDE by filing a written appeal within 15 days of receiving OGCS's decision.
- (e) 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 § 262.3.
- (f) A statement that copies of the local educational agency complaint procedures shall be available free of charge.

Procedures

OGCS encourages complainants to first address the issue with the other party directly using conflict resolution skills when possible. However, in situations where informal complaint resolution is either impractical or unsuccessful, the following procedures shall be used to address all complaints which

allege that OGCS has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions.

All parties involved in allegations 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, public agency, or organization may file a written complaint of alleged noncompliance by OGCS.



A complaint alleging unlawful discrimination, harassment, intimidation or bullying shall be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation or bullying. A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying.

Pupil fee complaints shall be filed not later than one (1) year from the date the alleged violation occurred.

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.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, OGCS staff shall assist him/her in the filing of the complaint.

- **Step 2: Mediation**

Within three (3) 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 problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the 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) days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or his/her 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 School's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her 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 School's refusal to provide the investigator 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.

- **Step 4: Response**
Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the School's investigation and decision, as described in Step #5 below, within sixty (60) days of the School's receipt of the complaint.
- **Step 5: Final Written Decision**
The School's decision shall be in writing and sent to the complainant. The School'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(s) of law.
3. Disposition of the complaint.
4. Rationale for such disposition.
5. Corrective actions, if any are warranted.
6. Notice of the complainant's right to appeal the School's decision within fifteen (15) days to the CDE and procedures to be followed for initiating such an appeal.
7. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, notice that the complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.
8. For unlawful discrimination, harassment, intimidation or bullying complaints arising under federal law such complaint may be made at any time to the U.S. Department of Education, Office for Civil Rights.

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 School's expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with the School's decision, the complainant may appeal in writing to the CDE within fifteen (15) days of receiving the School's decision. When appealing to the CDE, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the School's decision.

Upon notification by the CDE that the complainant has appealed the School's decision, the Director or designee shall forward the following documents to the CDE:

1. A copy of the original complaint.
2. A copy of the decision.
3. A summary of the nature and extent of the investigation conducted by OGCS, if not covered by the decision.
4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by all parties and gathered by the investigator.
5. A report of any action taken to resolve the complaint.
6. A copy of the School's complaint procedures.
7. Other relevant information requested by the CDE.



The CDE may directly intervene in the complaint without waiting for action by OGCS when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including cases in which OGCS has not taken action within sixty (60) days of the date the complaint was filed with OGCS.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) 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 OGCS has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.

Appendix

Includes the following forms:

- Title IX, Harassment, Intimidation, Discrimination, & Bullying Complaint Form
- Uniform Complaint Procedure Form



**OLIVE GROVE CHARTER SCHOOLS, INC.
UNIFORM COMPLAINT PROCEDURE FORM**

Last Name: _____ First Name/MI: _____

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

Street Address/Apt. #: _____

City: _____ State: _____ Zip Code: _____

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

School/Office of Alleged Violation: _____

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

- | | | |
|---|--|--|
| <input type="checkbox"/> Adult Education | <input type="checkbox"/> Consolidated Categorical Programs | <input type="checkbox"/> Nutrition Services |
| <input type="checkbox"/> Career/Technical Education | <input type="checkbox"/> Migrant and Indian Education | <input type="checkbox"/> Special Education |
| <input type="checkbox"/> Child Development Programs | <input type="checkbox"/> Pupil Fees | <input type="checkbox"/> Local Control Funding Formula |

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

- | | | |
|--|---|--|
| <input type="checkbox"/> Age | <input type="checkbox"/> Gender / Gender Expression / Gender Identity | <input type="checkbox"/> Sex (Actual or Perceived) |
| <input type="checkbox"/> Ancestry | <input type="checkbox"/> Genetic Information | <input type="checkbox"/> Sexual Orientation (Actual or Perceived) |
| <input type="checkbox"/> Color | <input type="checkbox"/> National Origin | <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics |
| <input type="checkbox"/> Disability (Mental or Physical) | <input type="checkbox"/> Race or Ethnicity | |
| <input type="checkbox"/> Ethnic Group Identification | <input type="checkbox"/> Religion | |

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



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

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents.

Yes

No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:

Meg Rydman, Executive Director
2353 South Broadway, Upstairs
Santa Maria, CA 93454
(805) 623-1111