



# Olive Grove Charter School

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



# Olive Grove Charter Schools, Inc.

[www.olivegrovecharter.org](http://www.olivegrovecharter.org)



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Buellton, CA 93463

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*Authorized by the Santa Ynez Valley Union High School District*

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*Authorized by the Lompoc Unified School District*

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*Authorized by the Santa Maria Joint Union High School District*

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*Authorized by the Santa Barbara County Education Office*

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**Olive Grove Charter Schools, Inc.**  
**Student/Parent/Guardian Handbook & Annual Notices**  
**Table of Contents**

<b>General Information</b>	<b>5</b>
Acknowledgment of Receipt/Review of Handbook and Annual Notices	5
Mission, Core Values	6
Admissions	6
Governance	7
Acknowledgement of Responsibilities	7
Attendance	8
Academic Probation	9
Academic Integrity/Academic Integrity Intervention Policy	10
Evaluation & Grading, Testing & Assessment	12
Learning Centers	15
Meals	16
Dress Code	16
Student Behavior and Communication Contract	16
Health Screenings	17
Student Success Team	18
High School Course Drop Deadline	18
High School Graduation Requirements	18
<b>Annual Notices</b>	<b>20</b>
Animal Dissections	20
Availability of Prospectus	20
Cal Grant Program	20
California Healthy Kids Survey	20
Child Find	20
College Preparatory Course Offerings	21
Dangers of Synthetic Drugs	22
Diabetes	22
Education for Unhoused Children and Youth	23
Education of Foster and Mobile Youth	28
English Learners	35
Epinephrine Auto-Injectors	35
Google Workspace for Education Notice to Parents and Guardians	35
Human Trafficking Prevention	39
Immunizations	39
Information Regarding Financial Aid	40
Involuntary Removal Process	41
Lost or Damaged School Property	41



Mental Health Services	41
Nondiscrimination Statement	43
Nutritionally Adequate Meals	44
Oral Health Assessment	45
Parent and Family Engagement	45
Pregnant and Parenting Students	45
Pupil Fees	46
Right to Ask for Teacher Qualifications	46
Safe Storage of Firearms	46
School Accountability Report Card	47
School Safety Plan and Asbestos Management Plan	47
Section 504/Disabled Pupils	48
Sexual Health Education (California Healthy Youth Act)	48
Special Education/Students with Disabilities	49
State Testing	49
Student Records, including Records Challenges, Directory Information, and CCGI Notice	49
Surveys About Personal Beliefs	52
Uniform Complaint Procedures (UCP)	52
Workforce Readiness Week and Work Permits	55
<b>Key Policies - Full Versions</b>	<b>56</b>
Harassment, Intimidation, Discrimination, and Bullying Policy	56
Independent Study Policy	61
Staff/Student Interaction Policy	64
Student Use of Technology Policy & Acceptable Use Agreement	66
Suspension/Expulsion Policies and Procedures	72
Title IX Policy Prohibiting Discrimination on the Basis of Sex	87
<b>Appendix</b>	<b>97</b>
Harassment, Intimidation, Discrimination, & Bullying Complaint Form	98
Title IX Sex Discrimination and Harrassment Complaint Form	99

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





## 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 and Acknowledgement of Responsibilities.

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 and Acknowledgement of Responsibilities.

Parent/Guardian's Name: \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **Mission, Core Values**

### ***Mission Statement***

The mission of Olive Grove Charter School is to prepare students with the skills necessary to self-advocate, communicate effectively, utilize technology responsibly, and pursue higher education or the workforce on their path to becoming successful adults. With the supportive leadership of their parents/guardians, credentialed teachers, and support team, our students utilize a rigorous, standards-based, online curriculum. Olive Grove is committed to an educational environment where TK-12 students excel at completing coursework and learning independently.

### ***Core Values***

- **Partnership**
  - Entire team working together to achieve the same goal
  - Parent involvement
  - Staff involvement and support
  - Accountability for all learning partners
  - Building trust
- **Engagement**
  - Individualized, personalized support
  - Learner-centered
  - Rigorous curriculum
  - Adaptability, flexibility
  - Learning centers (safe space, optional in-person support)
- **Empowerment**
  - Fostering self-reliance
  - Self-advocacy
  - Responsibility
  - Resilience
  - Independence
- **Compassion**
  - Understanding and responding to individual students' situations
  - Modeling and instilling equity and respect
  - Prioritizing integrity
  - Cultivating kindness
  - Inclusive and accommodating

## **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 Santa Barbara County, San Luis Obispo County, Kern County, or Ventura County 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 currently enrolled OGCS students, (2) to students who reside in the District of the learning center to which they are applying, and (3) to children of current employees of any school operated by OGCS, Inc.



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 submission of an application form. The enrollment process will include submission of a completed enrollment/registration packet and an agreement signed by the parent/guardian, 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. After enrollment, testing to determine each child's level of academic skills will assist OGCS with course placement and supplementary supports, as needed.

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. 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 generally held monthly, except for in April, July, and October. All Board meetings are open to the public. Please check the OGCS website for Board meeting locations, times, and agendas.

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 educational team on a regular basis, as required by OGCS. Failure to attend my meetings may result in me being placed on Academic Probation.
- 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 course work assigned to me within a prescribed period of time, as indicated by my teacher. Failure to accomplish at least this minimum may



result in me being placed on Academic Probation.

- I understand that all work that I complete and submit must be my own. Failure to follow OGCS's Academic Integrity Policy may 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 Agreement:**

I agree to the above conditions listed under Student Agreement/Responsibilities. I also understand that:

- I am responsible for the **daily** monitoring/verification of all subjects studied and assignments completed by my child, with scheduled monitoring by the 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 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 teacher or any member of the educational team, 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.

#### **Teacher of Record (Advisors) Agreement:**

- The Teacher of Records 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 Teacher of Record will assign a body of work to be completed during the duration of this agreement.
- The Teacher of Record will evaluate work in a timely manner and communicate academic progress to students and parents/guardians as indicated on the Independent Study Agreement.
- The Teacher of Record 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 card/transcripts.
- The Teacher of Record 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 Teacher of Record 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 will be placed on academic probation. See [Academic Probation](#) section below.



## Academic Probation

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. [OGCS *Independent Study Policy*]

- Step 1:** Verbal Warning by Advisor
- Step 2:** Meeting - Additional Engagement Strategies
- Step 3:** Meeting - Additional Engagement Strategies
- Step 4:** Dismissal/Involuntary Removal

### **STEP 1: Verbal Warning**

1 unexcused absence from weekly appointment  
and/or

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

3rd offense according to the [Academic Integrity Intervention Policy](#)

- 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* - Step 1: Verbal Warning and provides a copy to family.

*For students with an IEP including Specialized Academic Instruction:*

- One (1) missed study skills meeting = 1 missed assignment in terms of % weekly completion
- Two (2) consecutive missed study skills meetings = 1 “unexcused absence”
- Does not apply to students who only receive speech services

### **STEP 2: Meeting - Additional Engagement Strategies**

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  
and/or

Additional offense according to the *Academic Integrity Intervention Policy*

- Advisor schedules an intervention meeting with the student, parent/guardian, and additional staff, as needed. Additional engagement strategies are discussed and the Advisor completes Step 2 of the *Academic Probation Intervention Meetings Form*. All parties present sign the form. A copy is provided to the family.

### **STEP 3: Meeting - Additional Engagement Strategies**

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  
and/or

Additional offense according to the *Academic Integrity Intervention Policy*

- Advisor schedules an intervention meeting with the student, parent/guardian, LC Director, and additional staff, as needed.
- Further engagement strategies are discussed and the Advisor completes Step 3 of the *Academic Probation*



*Intervention Meetings Form*. All parties present sign the form. A copy is provided to the family.

- All parties are cautioned that additional infractions will result in dismissal from Olive Grove.
- *For students with an IEP*: Step 3 includes an IEP amendment meeting coordinated by the Education Specialist.

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.

#### **Step 4: Recommendation for Involuntary Removal**

Next unexcused absence from weekly appointment  
and/or

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

Additional offense according to the *Academic Integrity Intervention Policy*

- Advisor notifies LC Director that the student has reached action 4 and recommends involuntary removal from OGCS.
- LC Director provides *Notice of Involuntary Removal* ("Notice") to parent/guardian
- LC Director will begin the withdrawal process if no hearing on removal is requested from the parent/guardian within five (5) school days of the above Notice.
- If parent/guardian requests a hearing, student will remain enrolled in OGCS pending the final outcome of the hearing.
- If the student is ultimately removed, the OGCS enrollment and records team will send a *Notice of Disenrollment* to the student's district of residence.

Notes:

- A) For students with an IEP including Specialized Academic Instruction:
  - One (1) missed study skills meeting = 1 missed assignment in terms of % weekly completion
  - Two (2) consecutive missed study skills meetings = 1 "unexcused absence"
  - Does not apply to students who only receive speech services
- B) 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)
- C) 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 no less than a full semester

#### **Academic Integrity/Academic Integrity Intervention Policy**

Olive Grove Charter School believes in the importance of Academic Integrity. Students are expected to submit original work for all assignments.

**Plagiarism:** Directly copying and failing to appropriately cite/credit the work or ideas of another student or from a printed or electronic source, including generative A.I.

**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.

**Cite:** Cite to your source.

### Examples

<b>Original Text</b>	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.
<b>Quote</b> <i>(Must use quotation marks and MLA in-text citation)</i>	Paragraph three of the text 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” (Smith 5.)
<b>Paraphrase</b> <i>(Must use MLA in-text citation)</i>	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 (Smith 5.)
<b>Summary</b>	Cowbirds do not hatch or raise their own young.

### Generative A.I.

Generative A.I. is a type of artificial intelligence that uses machine learning to generate original content such as text, images, or audio. While it can be a useful tool for generating ideas or providing inspiration, it is important to use generative A.I. ethically and responsibly. (This description was written by ChatGPT.)

***Please note that teachers reserve the right to set the expectations and limitations of A.I. use in their courses. When in doubt, refer to the course syllabus and/or assignment instructions.***

Never Allowed	Might Be Allowed
Using prompts from the curriculum to submit a completed piece of work which the A.I. has created.	Using A.I. to review and propose edits to the first draft of your original work. The teacher must be informed that A.I. edited the submission.
Using pieces of work created by A.I. without the proper citation.	Citing the use, whether partial or extensive, of A.I. in your submitted work.

### Examples of Citing A.I.

<b>Quote from Assignment</b>	When asked to describe the symbolism of the green light in <i>The Great Gatsby</i> , ChatGPT provided a summary about optimism, the unattainability of the American dream, greed, and covetousness. However, when further prompted to cite the source on which that summary was based, it noted that it lacked “the ability to conduct research or cite sources independently” but that it could “provide a list of scholarly sources related to the symbolism of the green light in <i>The Great Gatsby</i> (“In 200 words”).
<b>Works Cited Entry</b>	“In 200 words, describe the symbolism of the green light in <i>The Great Gatsby</i> ” follow-up prompt to list sources. ChatGPT, 13 Feb. version,



### OGCS Academic Integrity Intervention Policy

In the event that a student plagiarizes content in their submitted work, OGCS staff will follow the steps of the OGCS Academic Integrity Intervention Policy as outline below:

<b>1st offense</b>	<ol style="list-style-type: none"><li>1. Course teacher contacts the student's advisor.</li><li>2. Student receives a score of 0, is notified of plagiarism and discusses event with advisor &amp; parent(s), and is given an opportunity to re-do the assignment within 7 calendar days.</li><li>3. Advisor updates this Academic Integrity Intervention tracker for student, and shares with director.</li></ol>
<b>2nd offense</b>	<ol style="list-style-type: none"><li>1. Course teacher contacts the student's advisor.</li><li>2. Student receives a score of 0, is notified of plagiarism and discusses with advisor &amp; parent(s), but is <b>not</b> given an opportunity to re-do the assignment.</li><li>3. Advisor updates Academic Integrity Intervention tracker for student, and updates director.</li></ol>
<b>3rd offense</b>	<ol style="list-style-type: none"><li>1. Course teacher contacts the student's advisor; student receives a score of 0.</li><li>2. Director &amp; advisor hold an intervention meeting with student &amp; parent(s) to further discuss academic integrity and the severity of plagiarism.</li><li>3. Student moves up a step in Academic Probation.</li></ol>

Students have the ability to submit an appeal within 7 days of notification of the offense and provide supporting documents in an attempt to prove they did not violate the Academic Integrity Policy. Contact your Advisor or Learning Center Director for a copy of the appeal form.

### 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 = 60% or above OR Failed = 0%-59.9% (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 i-Ready reading and math.

### 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.

### **Advanced Placement Exams**

While OGCS offers the courses, OGCS does not administer Advanced Placement (AP) exams. Students or parents/guardians must contact the AP coordinator at another school to make arrangements for the student to sit for the exam(s) at that school. Use CollegeBoard's [AP Course Ledger](#) to search by country, state/province, or city to find a school where you might be able to test. After finding schools near you that offer the courses you



want to take exams for, do an internet search for the school's phone number. Then call and ask to speak with the school's AP coordinator to learn if the school is allowing students from other schools to test there this year. You must make contact early in the school year to find a suitable location and begin the process as most schools place their exam orders in November for the test administration in May.

### **California High School Equivalency Tests**

California has approved the use of two high school equivalency tests, GED and HiSET, for students 18 years old and older, and 17 years old in some instances, for the purpose of receiving a California High School Equivalency Certificate. For more information, visit the following website: [High School Equivalency \(HSE\) Tests - Testing \(CA Dept of Education\)](#).

### **Learning Centers**

Learning centers are available for student use for:

- Meeting with their teacher advisor (virtual option available, if appropriate)
- Meeting with their counselor.
- Meeting with their education specialist and/or other service providers.
- 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.

Use of the learning center is a privilege which may be curtailed in certain circumstances. Refer to the [Student Behavior and Communication Contract](#) handbook section below.

### **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 in the vicinity 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.

### **Smartphone Use**

Students are expected to keep smartphones and personal communication devices off and out of sight during instructional time, unless an approved exception applies.

Learning center staff will provide specific guidance to students on where phones should be stored/located while onsite.



Please refer to the [OGCS, Inc. Student Smartphone Use Policy](#) for more details.

## 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 nutritionally adequate meals to 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.

Clothing and/or accessories 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.

1. All dress must be modest, neat, and clean.
2. Shoes must be worn at all times.
3. 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.
4. No exposed midriffs (stomach showing) or low-cut tops (the chest must be covered across from one armpit to the other).
5. No tops may be sheer or expose undergarments.
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. Beachwear, 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.
8. No clothing, jewelry, accessories, or hairstyles which are, or include, a picture, writing, or insignia which is: (1) gang related; (2) presents a safety hazard to the wearer or others; (3) advertises or symbolizes any type of alcohol, drugs, tobacco, or gambling; (4) includes weapons or acts which are illegal, violent, obscene, or hazardous to one's health; (5) sexually suggestive, crude, vulgar, profane; discriminatory, obscene, contain threats, libelous; or (6) offensive or degrading to students or staff on the basis of gender, cultural, religious or ethnic values.

## Student Behavior and Communication Contract

Accessing the Learning Center is a privilege granted to all students as long as the following rules are followed. 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 or other scheduled 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 in order to 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 whether in person, over the phone, in Google Meet, or through 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.
- Smartphone use is restricted while at the learning center.
- Follow dress code rules while in the learning 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)/guardian(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 may lose their privilege to access the center for the rest of the semester. To access 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 dress code as stated above.
- 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.

### **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 Success Team**

A Student Success 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 Course Drop Deadline**

The deadline to drop most courses without the title appearing on the transcript is the end of the third full week of each semester. This deadline applies regardless of when a student begins enrollment with Olive Grove. For the 2026-27 school year, the course drop deadlines are as follows:

- First semester: August 28, 2026
- Second Semester: January 29, 2027

The deadline to drop all Career Technical Education (CTE), Advanced Placement (AP), and Honors courses is 14 calendar days from the course start date.

The deadline to change from a college-preparatory course (A-G) to a non-college-prep course is the end of the 8th week of the semester. For the 2026-27 school year, the course level change deadlines are as follows:

- First semester: October 2, 2026
- Second Semester: March 5, 2027

## **High School Graduation Requirements**

In order to graduate from an Olive Grove Charter School, students must complete a minimum of 210 total credits divided between subject requirements and electives as outlined below, and demonstrate mastery of state-mandated algebra concepts.

All credits must be earned from an accredited institution.

A letter grade of "D" or better is considered passing for graduation.



Unless otherwise specified, each course shall have a duration of one school year.

1. **English Language Arts** - Four courses (40 credits)
2. **Mathematics** - Two courses (20 credits), including one year of Algebra 1
  - Students must complete at least two courses in mathematics in grades 9 to 12 inclusive.
  - One or a combination of these courses must meet or exceed the rigor of the content standards of Algebra 1 or Mathematics 1.
  - If Algebra 1 is completed prior to enrollment in grade 9, the student must still complete two courses of mathematics in grades 9 to 12.
3. **Social Studies** - Three courses (30 credits), including:
  - a. One course in United States History
  - b. One course in World History
  - c. One semester course in American Government and
  - d. One semester course in Economics\*.

*\*Note that pursuant to AB 2927 [2024], commencing with students graduating in the 2030-31 school year, a student who completes the below-referenced one-semester personal finance course requirement may elect to be exempt from this one-semester course in economics requirement.*
4. **Science** - Two courses (20 credits), including one course in the biological sciences and one course in the physical sciences
5. **Visual/Performing Arts (VPA) OR World Language OR Career Technical Education (CTE)** - One course (10 credits)
  - In order to satisfy this requirement, a student must complete one complete course (10 credits) in the same subject, e.g. one full year of a World Language or one full year of fine arts or one full year of a CTE course.
6. **Physical Education** - Two courses (20 credits)
7. **Ethnic Studies** - One semester (5 credits) *Commencing with students graduating in the 2029–30 school year.*
8. **Personal Finance** - One semester course (5 credits) *Commencing with students graduating in the 2030–31 school year.*
9. **Health** - One semester course (5 credits)
10. **Technology/Vocational/Life Skills** - Two semester courses (10 credits)
11. **Electives** -
  - Eleven semester courses (55 credits) - *Applicable to students graduating in school years 2024-25 through 2028-29.*
  - Ten semester courses (50 credits) - *Commencing with students graduating in the 2029–30 school year.*



## 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 1<sup>st</sup> 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 may administer the CHKS annually or every other year 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.

### Child Find

As a public school within California, state law requires our charter school to identify and assist students with academic, physical, or social/emotional issues that may impede their school performance. This process is called



“Child Find” (California Education Code 52040, 56300; Federal Code 3330.111), and it occurs routinely at the start of each school year.

If your child has previously received special education and/or been served under a Section 504 Plan, and you have not been contacted to discuss continued services, please call us at 805-623-1111. OGCS, Inc. office hours are Monday-Friday 8:00 AM - 4:00 PM.

To assist our staff in better identifying and meeting the needs of underachieving students, our school utilizes a process called Student Success Team (SST). Periodically throughout the school year, SSTs meet to identify resources and supports for students experiencing difficulty in our charter school. The SST process enables parents and their child’s teacher(s) to better meet the needs of struggling students by generating instructional strategies and ideas for them to use with the student. A written plan is generated for each student referred to SST to monitor their progress in future weeks and months.

If sufficient growth is not noted following a student’s referral to the SST then the student may need to be evaluated for possible special education support. Should this be the case, our special education team becomes involved in helping parents/guardians and their student throughout the assessment and identification processes. Once the evaluations are complete, if the student meets the criteria for special education support, those services and materials are provided to the student at no cost to the family.

If you would like to discuss your student’s academic progress at an upcoming SST, please contact your Advisor for more details. Advisors have access to the forms that you will both complete in order to generate a referral to our SST.

In the meantime, should you wish to discuss any aspects of our school’s special education programs including referrals, identification, evaluations, or services, please do not hesitate to contact the OGCS, Inc. office. It is our intent that every eligible student be identified and served in a timely and supportive manner.

## **College Preparatory Course Offerings**

### UC/SCU Admission Requirements

The University of California (UC) and the California State University (CSU) systems have established a uniform minimum set of courses required for admission as a freshman. The UC maintains public "A–G" course lists that provide complete information about the high school courses approved for admission to the university. In addition to the required courses, California public universities have other requirements for admission as a freshman.

OGCS’s course offerings allow students to fulfill all UC/CSU A-G requirements.

### Transferability of Courses

OGCS is fully accredited by WASC, which ensures that our courses are transferable to other public high schools. Additionally, we maintain open lines of communication with local school districts and schools to clarify the academic transferability of our school’s courses as needed.

### Dual Enrollment

Students enrolled in grades 9-12 have the option of dually enrolling in courses at Allan Hancock College or Santa Barbara City College. Speak to the counselor or visit the college’s website for more information.

Allan Hancock College - [College Now!](#)

Santa Barbara City College - [Dual Enrollment for High School Students](#); [Policies and Frequently Asked Questions](#)



International Baccalaureate

The Charter School does not offer International Baccalaureate courses.

### **Dangers of Synthetic Drugs**

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

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include but are not limited to synthetic cannabinoids (“synthetic marijuana,” “spice,” “k2”), methamphetamines, bath salts, and fentanyl.

Social media platforms are being used as a way to market and sell synthetic drugs, such as fentanyl.

The California Department of Public Health (CDPH), has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent.

Additional information regarding fentanyl from the CDPH’s substance and addiction prevention branch [can be found here](#).

### **Diabetes**

The Charter School will provide information regarding **type 1 diabetes** to the parent or guardian of a student **when the student is first enrolled in elementary school**, pursuant to Education Code Section 49452.6. The information shall include, but shall not be limited to, all of the following:

1. A description of type 1 diabetes.
2. A description of the risk factors and warning signs associated with type 1 diabetes.
3. A recommendation that parents or guardians of students displaying warning signs associated with type 1 diabetes should immediately consult with the student’s primary care provider to determine if immediate screening for type 1 diabetes is appropriate.
4. A description of the screening process for type 1 diabetes and the implications of test results.
5. A recommendation that, following a type 1 diagnosis, parents or guardians should consult with the pupil’s primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

A copy of the information regarding type 1 diabetes is available at:

<https://www.cde.ca.gov/ls/he/hn/type1diabetes.asp>.



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

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, Inc. Office if you need a copy of this information or if you have any questions about this information.

### **Education for Unhoused Children and Youth**

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

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

Unhoused 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 Superintendent or designee designates the following staff person as the Charter School Liaison for unhoused students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Tino Yracheta  
5075 S. Bradley Rd., Suite 119  
Santa Maria, CA 93455  
(805) 266-4799  
tyracheta@olivegrovecharter.org

In the event this individual is unavailable for any period of time, the Superintendent shall serve as the interim Charter School Liaison for unhoused students.

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



1. Unhoused 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. Unhoused students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Unhoused students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. 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 unhoused 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 unhoused 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 unhoused children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

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

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

**School Stability:** The Charter School will work with unhoused students and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources,



services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding an unhoused student'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.

Unhoused students have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll an unhoused student seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). The Charter School will also immediately enroll any unhoused student seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Unhoused students have the right to remain in their school of origin following the termination of the child's status as an unhoused student as follows:

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

If the Charter School operates an intersession program, Charter School shall grant priority access to unhoused students. Notwithstanding any other law, if the unhoused student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder, Indian custodian<sup>1</sup> in the case of an Indian child, or, if none of the preceding are applicable, an accompanied unhoused student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

**High School Graduation Requirements:** Unhoused 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 an unhoused 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, the length of the student's school enrollment, or, for pupils with significant gaps in school attendance, the pupil's age as compared to the average age of pupils in the third or fourth year of high school 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

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<sup>1</sup> "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. Section 1903 of Title 25 of the United States Code



educational rights holder (“ERH”), and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify and consult with students who are exempted from the Charter School’s additional graduation requirements and the student’s ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil’s postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil’s academic data and any other information relevant to making an informed decision on whether to accept the exemption.

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.

If an unhoused student who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student’s ERH and the student at one time qualified for the exemption, even if the student is no longer unhoused.

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 an unhoused 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 additional graduation requirements by the end of the student’s fifth year of high school, the Charter School shall do the following:

1. Consult with the student and the student’s ERH regarding the student’s option to remain at the Charter 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. Consult with the student and the student's ERH 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. Consult with and provide information to the student and the student's ERH 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 and the student's ERH.
5. Consult with the student and the student's ERH regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that an unhoused student **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Superintendent or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5<sup>th</sup>) year to complete the statewide coursework requirements. Charter School shall consult with the unhoused student and the student's ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a institution of higher education.
3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If an unhoused student is **not** eligible for an exemption in the year in which the pupil transfers between schools, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the **following** academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the pupil, the ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.
3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the ERH of the pupil's options to:



- i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, or
- ii. Upon agreement with the ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

**Reporting Requirements:** Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data.

**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 an unhoused student.

The Charter School will provide unhoused 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 unhoused 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.

**Complaints of Noncompliance:** A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the OGCS, Inc. office.

**Availability of Complete Policy:** For any unhoused student who enrolls at the Charter School, a copy of the Charter School's complete Education for Unhoused Children and Youth Policy shall be provided at the time of enrollment. A copy of the complete policy is available upon request at the OGCS, Inc. 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 has been removed from their home pursuant to Section **309** of the California Welfare and Institutions Code ("WIC").
  2. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child's home by juvenile court).



3. 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.
  4. 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.
  5. 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.<sup>2</sup>
  6. 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.
  - "Newcomer pupil" is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years. This also includes a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023, who was enrolled in the Charter School before January 1, 2024. The Charter School may, in its discretion, also extend the rights in Education Code sections 51225.1 and 51225.2 to a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023.
  - "Educational Rights Holder" ("ERH") means a parent, guardian, or 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

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<sup>2</sup> 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.



be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, “school” as used in the definition of “school of origin” includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.

- “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.
- “Partial coursework satisfactorily completed” includes any portion of an individual course, even if the student did not complete the entire course.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a newcomer pupil will be collectively referred to 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/guardian” or “ERH.”

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

Tino Yracheta  
5075 S. Bradley Rd., Suite 119  
Santa Maria, CA 93455  
(805) 266-4799  
tyracheta@olivegrovecharter.org

In the event this individual is unavailable for any period of time, the Superintendent shall serve as the interim Foster and Mobile Youth Liaison.

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

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

**School Stability:** The Charter School will work with foster youth and their parent/guardian to ensure that each student is placed in the least restrictive educational programs and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, 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, currently migratory child or child of a military family seeking reenrollment in the Charter School as the student’s school of origin (subject to the Charter School’s capacity and pursuant to the procedures stated in the Charter School’s charter and Board policy). If a dispute arises regarding a foster youth’s request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School’s capacity and pursuant to



the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

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

1. For students in 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 Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

**High School 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 newcomer pupils 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, the length of the student's school enrollment, or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, may be used, whichever will qualify the student for the exemption. For a newcomer pupil, enrollment in grade 11 or 12, based on the average age of students in the third or fourth year of high school, 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/guardian, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.



3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

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.

If a Foster and Mobile Youth who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer a Foster and Mobile Youth or the court's jurisdiction of the pupil has terminated.

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of Foster and Mobile Youth.

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 additional graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Consult with the student and the student's ERH regarding the student's option to remain at the Charter 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. Consult with the student and the student's ERH 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. Consult with and provide information to the student and the student's ERH 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 student's ERH.
5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.



Through January 1, 2028, upon making a finding that a Foster and Mobile Youth **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5<sup>th</sup>) year to complete the statewide coursework requirements. Charter School shall consult with the Foster and Mobile Youth and their ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education.
3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a Foster and Mobile Youth is not eligible for an exemption in the year in which the pupil transfers between schools, or for a newcomer pupil, is not eligible for an exemption in the student's third year of high school, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the **following** academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the pupil, the pupil's ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.
3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the pupil's ERH of the pupil's options to:
  - i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, **or**
  - ii. Upon agreement with the pupil's ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the pupil's ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

**Reporting Requirements:** Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort,



pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data. For purposes of this notice, “pupil category” means the categories of pupils identified in the “Definitions” section of this Policy, above.

**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 Foster and Mobile Youth.

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

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

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

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

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

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



**Complaints of Noncompliance:** A complaint of noncompliance any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the OGCS, Inc. 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 available upon request at the OGCS, Inc. 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.

### **Epinephrine Auto-Injectors**

Emergency epinephrine auto-injectors (Epi-pens) will be stored in an accessible location upon need for emergency use. Epi-pens are stored in the desk of the Family Support Coordinator or in a cupboard/cabinet/on a shelf just behind their desk.

### **Google Workspace for Education Notice to Parents and Guardians**

At Olive Grove Charter School, we use Google Workspace for Education, and we are seeking your permission to provide and manage a Google Workspace for Education account for your child. Google Workspace for Education is a set of education productivity tools from Google including Gmail, Calendar, Docs, Classroom, and more used by tens of millions of students and teachers around the world. At OGCS, students will use their Google Workspace for Education accounts to access and complete assignments, communicate with their teachers, sign into their Chromebooks, if applicable, and learn 21st century digital citizenship skills.

The notice below provides answers to common questions about what Google can and can't do with your child's personal information, including:

- What personal information does Google collect?
- How does Google use this information?
- Will Google disclose my child's personal information?
- Does Google use student personal information for users in K-12 schools to target advertising?
- Can my child share information with others using the Google Workspace for Education account?

Please read it carefully, and let us know of any questions. **Please contact your child's advisor or Learning Center Director if you choose not to provide your consent**, and we will suspend the Google Workspace for Education account created for your child. However, please be aware that students who cannot use Google services will not be able to use a school-issued Chromebook, and they will need to use other software or means to interact and meet with their advisor and to complete assignments.

This notice describes the personal information we provide to Google for these accounts and how Google collects, uses, and discloses personal information from students in connection with these accounts.



Using their Google Workspace for Education accounts, students may access and use the following “Core Services” offered by Google (described at [https://workspace.google.com/terms/user\\_features.html](https://workspace.google.com/terms/user_features.html)):

- Assignments
- Calendar
- Classroom
- Cloud Search
- Drive and Docs
- Gmail
- Google Chat
- Google Chrome Sync
- Google Meet
- Google Vault
- Groups for Business
- Keep
- Migrate
- Sites
- Tasks

In addition, we also allow students to access certain other Google services with their Google Workspace for Education accounts. Specifically, your child may have access to the following “Additional Services”:

- AI Studio
- Applied Digital Skills
- Chrome Web Store
- FeedBurner
- Google Arts and Culture
- Google Bookmarks
- Google Books
- Google Groups
- Google Maps
- Google My Maps
- Google News
- Google Play Console
- Google Public Data
- Google Search Console
- Google Translate
- Looker Studio
- Managed Google Play
- Material Gallery
- Third-Party App Backups
- YouTube

Further, we allow students to access additional third-party services with their Google Workspace for Education accounts. Our school administrator enables access to these third-party services with your student’s Google Workspace for Education account, and authorizes the disclosure of data, as requested by the third party services. Additional information about these third-party services is available at <https://support.google.com/a/answer/7281227?hl=en&src=supportwidget0&authuser=0>.

Google provides information about the information it collects, as well as how it uses and discloses the information it collects from Google Workspace for Education accounts in its Google Workspace for Education Privacy Notice. You can read that notice online at [https://workspace.google.com/terms/education\\_privacy.html](https://workspace.google.com/terms/education_privacy.html) You should review this information in its entirety, but below are answers to some common questions:

#### **What personal information does Google collect?**

When creating a student account, OGCS may provide Google with certain personal information about the student, including, for example, a name, email address, and password. Google may also collect personal information directly from students, such as telephone number for account recovery or a profile photo added to the Google Workspace for Education account.

When a student uses Google core services, Google also collects information based on the use of those services. This includes:

- account information, which includes things like name and email address.
- activity while using the core services, which includes things like viewing and interacting with content, people with whom your student communicates or shares content, and other details about their usage of the services.



- settings, apps, browsers & devices. Google collects information about your student's settings and the apps, browsers, and devices they use to access Google services. This information includes browser and device type, settings configuration, unique identifiers, operating system, mobile network information, and application version number. Google also collects information about the interaction of your student's apps, browsers, and devices with Google services, including IP address, crash reports, system activity, and the date and time of a request.
- location information. Google collects information about your student's location as determined by various technologies such as IP address and GPS.
- direct communications. Google keeps records of communications when your student provides feedback, asks questions, or seeks technical support

The Additional Services we allow students to access with their Google Workspace for Education accounts may also collect the following information, as described in the [Google Privacy Policy](#):

- activity while using additional services, which includes things like terms your student searches for, videos they watch, content and ads they view and interact with, voice and audio information when they use audio features, purchase activity, and activity on third-party sites and apps that use Google services.
- apps, browsers, and devices. Google collects the information about your student's apps, browser, and devices described above in the core services section.
- location information. Google collects info about your student's location as determined by various technologies including: GPS, IP address, sensor data from their device, and information about things near their device, such as Wi-Fi access points, cell towers, and Bluetooth-enabled devices. The types of location data we collect depend in part on your student's device and account settings.

#### **How does Google use this information?**

In Google Workspace for Education Core Services, Google uses student personal information primarily to provide the core services that schools and students use, but it's also used to maintain and improve the services; make recommendations to optimize the use of the services; provide and improve other services your student requests; provide support; protect Google's users, customers, the public, and Google; and comply with legal obligations. See the [Google Cloud Privacy Notice](#) for more information.

In Google Additional Services, Google may use the information collected from all Additional Services to deliver, maintain, and improve our services; develop new services; provide personalized services; measure performance; communicate with schools or users; and protect Google, Google's users, and the public. See the [Google Privacy Policy](#) for more details.

#### **Does Google use student personal information for users in K-12 schools to target advertising?**

No. There are no ads shown in Google Workspace for Education core services. Also, none of the personal information collected in the core services is used for advertising purposes.

Some additional services show ads; however, for users in primary and secondary (K12) schools, the ads will not be personalized ads, which means Google does not use information from your student's account or past activity to target ads. However, Google may show ads based on general factors like the student's search queries, the time of day, or the content of a page they're reading.

#### **Can my child share information with others using the Google Workspace for Education account?**

We allow students to access Google services such as Google Docs and Sites, which include features where users can share information with others or publicly. For example, if your student shares a photo with a friend who then makes a copy of it, or shares it again, then that photo may continue to appear in the friend's Google Account, even if your student removes it from their Google Account. When users share information publicly, it may become accessible through search engines, including Google Search.



### **Will Google disclose my child's personal information?**

Google will not share personal information with companies, organizations and individuals outside of Google except in the following cases:

With our school: Our school administrator (and resellers who manage your or your organization's Workspace account) will have access to your student's information. For example, they may be able to:

- View account information, activity and statistics;
- Change your student's account password;
- Suspend or terminate your student's account access;
- Access your student's account information in order to satisfy applicable law, regulation, legal process, or enforceable governmental request;
- Restrict your student's ability to delete or edit their information or privacy settings.

With your consent: Google will share personal information outside of Google with parental consent.

For external processing: Google will share personal information with Google's affiliates and other trusted third party providers to process it for us as Google instructs them and in compliance with our [Google Privacy Policy](#), the [Google Cloud Privacy Notice](#), and any other appropriate confidentiality and security measures.

For legal reasons: Google will share personal information outside of Google if they have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary for legal reasons, including complying with enforceable governmental requests and protecting you and Google.

### **What choices do I have as a parent or guardian?**

First, you can consent to the collection and use of your child's information by Google. If you don't provide your consent, we will not create a Google Workspace for Education account for your child, and Google will not collect or use your child's information as described in this notice.

If you consent to your child's use of Google Workspace for Education, you can access or request deletion of your child's Google Workspace for Education account by contacting your Learning Center Director or Meg Rydman, Superintendent. If you wish to stop any further collection or use of your child's information, you can request that we use the service controls available to access personal information, limit your child's access to features or services, or delete personal information in the services or your child's account entirely. You and your child can also visit <https://myaccount.google.com> while signed in to the Google Workspace for Education account to view and manage the personal information and settings of the account.

### **What if I have more questions or would like to read further?**

If you have questions about our use of Google's Google Workspace for Education accounts or the choices available to you, please contact your Learning Center Director or Meg Rydman, Superintendent. If you want to learn more about how Google collects, uses, and discloses personal information to provide services to us, please review the [Google Workspace for Education Privacy Center](https://www.google.com/edu/trust/) (at <https://www.google.com/edu/trust/>), the [Google Workspace for Education Privacy Notice](https://workspace.google.com/terms/education_privacy.html) (at [https://workspace.google.com/terms/education\\_privacy.html](https://workspace.google.com/terms/education_privacy.html)), and the [Google Privacy Policy](https://www.google.com/intl/en/policies/privacy/) at <https://www.google.com/intl/en/policies/privacy/>), and the [Google Cloud Privacy Notice](https://cloud.google.com/terms/cloud-privacy-notice) at (<https://cloud.google.com/terms/cloud-privacy-notice>).

The Core Google Workspace for Education services are provided to us under [Google Workspace for Education Agreement](https://www.google.com/apps/intl/en/terms/education_terms.html) (at [https://www.google.com/apps/intl/en/terms/education\\_terms.html](https://www.google.com/apps/intl/en/terms/education_terms.html)) and the Cloud Data Processing Addendum (as <https://cloud.google.com/terms/data-processing-addendum>).



## 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, Inc. 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, Inc. 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
<b>Students admitted TK/K-12</b>	<ul style="list-style-type: none"> <li>● 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.</li> <li>● Polio (OPV or IPV) — 4 doses (3 doses OK if one was given on or after 4th birthday)</li> </ul>



Child's Grade	List of shots required to attend school
	<ul style="list-style-type: none"><li>● Hepatitis B — 3 doses (not required for 7th grade entry)</li><li>● Measles, Mumps, and Rubella (MMR) — 2 doses (Both given on or after 1st birthday)</li><li>● Varicella (Chickenpox) — 2 doses</li></ul>
Students entering 7 <sup>th</sup> Grade	<ul style="list-style-type: none"><li>● Tetanus, Diphtheria, Pertussis (Tdap) —1 dose (Whooping cough booster usually given at 11 years and up)</li><li>● Varicella (Chickenpox) — 2 doses (Usually given at ages 12 months and 4-6 years)</li></ul>

### Cancer Prevention Act

The Cancer Prevention Act (AB 659) requires notice to parents/guardians of any 6th grade student of [CDC immunization guidelines](#) and the recommendation specifically to adhere to human papilloma virus (HPV) immunization recommendations prior to 8th grade advancement. HPV vaccination can prevent over 90 percent of cancers caused by HPV. HPV vaccines are very safe, and scientific research shows that the benefits of HPV vaccination far outweigh the potential risks.

Because the vaccine is more effective when given at younger ages, two doses of HPV vaccine are recommended for all kids between the ages of 9 to 12 years, and the second dose should be given before the start of 8<sup>th</sup> grade. (Kids who wait until later to get their first dose of HPV vaccine may need three doses.) The HPV vaccine is often given at the same time as other adolescent vaccines, like Tdap to prevent whooping cough and meningococcal vaccine to prevent bacterial meningitis.

OGCS does not require immunization against HPV as a condition of admission or continued attendance.

### 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 12<sup>th</sup> 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>.

The Charter School shall confirm that each of its students in grade 12 completes and submits a FAFSA to the United States Department of Education, or if the student is exempt from paying nonresident tuition pursuant to Education Code section 68130.5, a California Dream Act Application to the Student Aid Commission. Students who are exempt or whose parent/guardian (if the student is a minor) have opted-out will not be required to comply.

### 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 unhoused 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 an unhoused 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 Virtually:

- **Brightlife Kids** – Personalized support for California families. Kids ages 0–12 get free, expert coaching for sleep issues, worry, social skills, and more. Live, 1:1 video sessions, secure chat, on-demand content, and more. No cost. No insurance needed. All right from home. [Click](#) or call (888) 275-5357 to get started.



- **Soluna** – A wellbeing app for teens and young adults. [Get the app](#). No smartphone? No problem. Just call (844) 582-2111.

Please note: Soluna’s call center is not intended for crisis or emergency situations. If you are in crisis, are unsafe, or need immediate support, please dial 988 to talk to a trained professional or 911 for life-threatening emergencies.

#### 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](https://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](https://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](https://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](https://bbbs.org)  
This organization is a community- based mentorship program.

### **Nondiscrimination Statement**

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

The Charter School Board of Directors shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans,



LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups. The Charter School Board of Directors shall not adopt or approve the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use of such would subject a student to unlawful discrimination pursuant to Education Code section 220.

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

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

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

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

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

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

The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender.

Pursuant to California law and the California Attorney General’s guidance to K-12 schools in responding to immigration issues (“Guidance”), Charter School provides equal access to free public education, regardless of a student’s or their parent’s or guardian’s immigration status or religious beliefs. The complete Guidance, including Appendix G – Know Your Rights can be reviewed via the following link:  
<https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf>

The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures (“UCP”) Compliance Officer:

Name and/or Title: Meg Rydman, Superintendent



Address: 5075 S. Bradley Rd., Suite 119, Santa Maria, CA 93455  
Telephone No.: 805-623-1111  
Email: mrydman@olivegrovecharter.org

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

The Charter School will ensure that any curriculum, instructional, or professional development materials it uses does not subject students to unlawful discrimination. If the school knows or has reason to know that discriminatory materials or actions were used, it will promptly investigate and remediate the issue.

### **Nutritionally Adequate Meals**

Pursuant to California law, the Charter School shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat to any student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free breakfast meal and one (1) free lunch each school day on which the student is scheduled for two (2) or more hours of educational activities at a school site, resource center, meeting space or other satellite facility operated by the Charter School. This shall apply to all pupils in kindergarten through grade twelve (12).

Household data collection forms are sent to all families in the fall and can also be obtained from the learning center or OGCS, Inc. office. All families are encouraged to complete the form. Completed forms are submitted through the parent portal or can be returned to the learning center or OGCS, Inc. office. Income eligibility guidelines for federally funded free and reduced-price meals are available at: <https://www.cde.ca.gov/ls/nu/rs/>.

The Charter School shall allow students, teachers, and staff to bring and carry water bottles. Water bottles may be excluded from libraries, computer labs, science labs, and other places where it is deemed dangerous to have drinking water. Charter School may develop additional policies regarding the types of water bottles that may be carried.

The Charter School adheres to all applicable requirements regarding placement and maintenance of water bottle refilling stations on campus.

The Charter School shall encourage water consumption through promotional and educational activities and signage that focus on the benefits of drinking water and highlight any water bottle filling stations that are located on campus.

### **Oral Health Assessment**

Students entering transitional kindergarten or kindergarten in a public school or while enrolled in first grade (if the student was not previously enrolled in kindergarten in a public school) are required to present proof of having received 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 in public school. Please contact the OGCS, Inc. 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 has cooperatively developed a parent and family engagement policy in accordance with ESSA § 1116 and 20 U.S. Code § 6318. This policy is available on the school website or upon request.

## **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, Superintendent  
5075 S. Bradley Rd., Suite 119  
Santa Maria, CA 93455  
(805) 623-1111  
mrydman@olivegrovecharter.org

A copy of the UCP is available on the school’s website or upon request at the OGCS, Inc. 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 Superintendent.

## **Pupil Fees**

Charter schools and other public schools may not require students to pay a pupil fee for participation in an educational activity. (California Code of Regulations Title IV ) An educational activity is defined as an integral and fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.



Complaints of noncompliance with laws relating to pupil fees 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, Superintendent  
5075 S. Bradley Rd., Suite 119  
Santa Maria, CA 93455  
(805) 623-1111  
mrydman@olivegrovecharter.org

A copy of the UCP is available on the school’s website or upon request at the OGCS, Inc. 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 Superintendent.

### **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, Inc. office at 805-623-1111.

### **Safe Storage of Firearms**

The purpose of this notice is to inform and to remind parents and legal guardians of all students in the Olive Grove Charter Schools of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from their home. These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.

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

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child’s parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place,



including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.<sup>3</sup>

- Note: The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor never actually accesses the firearm.<sup>4</sup>
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.<sup>5</sup>
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.<sup>6</sup>

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

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

### **School Accountability Report Card**

The Charter School's School Accountability Report Card (SARC) shall be issued no later than February 1. Any parent/guardian may request a copy of the school's SARC by contacting the central office. The SARC is also found on the charter school's website through the following link: <https://www.olivegrovecharter.org/sarc/>. School administrators and teachers are available to answer any questions relating to the school's SARC

### **School Safety Plan and Asbestos Management 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, Inc. 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 Charter School has also established an Asbestos Management Plan. The plan is available upon request at the OGCS, Inc. office. There are no asbestos-related activities planned or in progress at the Charter School for the current school year.

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<sup>3</sup> See California Penal Code sections 25100 through 25125 and 25200 through 25220.

<sup>4</sup> See California Penal Code section 25100(c).

<sup>5</sup> See California Civil Code Section 29805.

<sup>6</sup> See California Civil Code Section 1714.3.



## **Section 504/Disabled Pupils**

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

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

## **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 a free appropriate public education (FAPE) 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 unhoused or foster youth. Parents/guardians have a right to inspect, review, and obtain copies of their child’s educational records, and all students have a right to a FAPE. 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 Director of Special Education.

### **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, Directory Information, and CCGI Notice**

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 5 business days after the day the Charter School receives a request for access. Parents or eligible students should submit a written request to the Charter School Superintendent or designee identifying the records they wish to inspect. The Charter School official 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 the Charter School’s Superintendent or designee, 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. If the Charter School decides to amend the record as requested by the parent or eligible student, the Superintendent must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

3. The right to provide written consent before the Charter 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 Charter School officials with legitimate educational interests. A Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School’s Board of Directors. A Charter School official also may include a volunteer, consultant, vendor, or contractor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, therapist, or contracted provider of digital educational platforms and/or services; 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 Charter School official in performing their tasks. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

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

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

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

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

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

FERPA permits the disclosure of PII from a student’s 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 Charter 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 Charter 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:

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;



2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at the parent's or eligible student's last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, the Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for a hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School discloses the final results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed.

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

1. Student's name
2. Telephone listing
3. Student's electronic mail address
4. Parent's/guardian's electronic mail address
5. Photograph/video
6. Dates of attendance
7. Grade level
8. Participation in officially recognized activities and sports
9. Degrees, honors, and awards received



10. The most recent educational agency or institution attended
11. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the Charter School to disclose directory information from your child's education records without your prior written consent, you must notify the Charter School in writing at the time of enrollment or re-enrollment. Please notify the Superintendent at [mrydman@olivegrovecharter.org](mailto:mrydman@olivegrovecharter.org) or 805-623-1111.

A copy of the complete Policy is available upon request at the central office or on the school's website.

Charter School shall not release directory information regarding a student identified as a homeless child or youth under the McKinney Vento Homeless Assistance Act in the absence of parent, guardian, or eligible student's written consent, except as follows:

- o When the directory information is released for the purposes of facilitating the student's access to an oral assessment or eye examination required by Charter School, unless the parent/guardian opts out of the examination.

Please note that data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System ("CALPADS"<sup>7</sup>) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"<sup>8</sup>) and will:

- o Be used to provide pupils and families with direct access to online tools and resources.
- o Enable a pupil to transmit information shared with the CCGI to both of the following:
  - i. Postsecondary educational institutions for purposes of admissions and academic placement.
  - ii. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

Please visit the CCGI website at [CaliforniaColleges.edu](http://CaliforniaColleges.edu) to access resources that help students and their families learn about college admissions requirements.

### **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 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. The Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure ("UCP") adopted by our Governing Board for the following types of complaints:

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<sup>7</sup> CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.

<sup>8</sup> CCGI is an authorized provider of an institutional service to all California local educational agencies and part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education ("CDE").



1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a) or 244(a).
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Career Technical and Technical Education;
  - Consolidated Categorical Aid;
  - Education of Students in Foster Care, Students who are Unhoused, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
  - Every Student Succeeds Act; and/or
  - School Safety Plans.
3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:
  - A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
  - A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
  - A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to pupil fees may be filed with the Superintendent.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If the Charter School adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.
5. Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.
6. Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.
7. Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated.

Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

Meg Rydman, Superintendent  
5075 S. Bradley Rd. Suite 119  
Santa Maria, CA 93455  
(805) 623-1111



mrydman@olivegrovecharter.org

Only complaints regarding pupil fees, LCAP, or noncompliance with Education Code section 243 or 244 may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with the respective applicable laws.

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

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

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

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

A complainant who appeals the Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

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

Complaints alleging noncompliance with Education Code section 243 or 244 may be filed with the SSPI directly, and the SSPI may directly intervene without waiting for an investigation by the Charter School. The complainant shall present the SSPI with evidence that supports the basis for the direct filing and why immediate action is necessary.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days.



days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

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

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

A copy of the UCP shall be available upon request free of charge in the OGCS, Inc. office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Superintendent.

### **Workforce Readiness Week and Work Permits**

The week of each year that includes April 28 shall be known as "Workforce Readiness Week." All public high schools, including charter schools, shall annually observe that week by providing information to students on their rights as workers.

Any minor seeking the signature of a Charter School verifying authority on a Statement of Intent to Employ a Minor and Request for a Work Permit-Certificate of Age will be issued, before or at the time of receiving the signature of the verifying authority, a document clearly explaining basic labor rights extended to workers. An infographic explaining these rights is available at:

<https://laborcenter.berkeley.edu/wp-content/uploads/2024/06/Know-Your-Rights-2024-25.pdf>



## Key Policies - Full Versions

### Harassment, Intimidation, Discrimination, and Bullying Policy

Discrimination, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Olive Grove Charter Schools, Inc. ("Charter School") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.

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

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

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom the Charter School does business, and all acts of the Charter School's Board of Directors ("Board") in enacting policies and procedures that govern the Charter School.

The Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this policy.

### Definitions

**Harassment** means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

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

**Bullying** is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute hate violence, or creates an intimidating and/or hostile educational



environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

6. Placing a reasonable student<sup>9</sup> or students in fear of harm to that student's or those students' person or property.
7. Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
8. Causing a reasonable student to experience a substantial interference with the student's academic performance.
9. Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

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

12. A message, text, sound, video, or image.
13. A post on a social network Internet Web site including, but not limited to:
  - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
  - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
  - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
14. An act of "Cyber sexual bullying" including, but not limited to:
  - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

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<sup>9</sup> "Reasonable student" is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.



15. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

### **Bullying and Cyberbullying Prevention Procedures**

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

#### **Cyberbullying Prevention Procedures**

The Charter School advises students:

- o To never share passwords, personal data, or private photos online.
- o To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- o 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.
- o To consider how it would feel receiving such comments before making comments about others online.

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

#### **Education**

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

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

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

The Charter School informs Charter School employees, students, and parents/guardians of this policy and encourages parents/guardians to discuss this policy with their children to ensure their children understand and comply with this policy.

#### **Professional Development**

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

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



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

The Charter School also informs certificated employees about the groups of students determined by the Charter School and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

1. Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
2. Students with physical or learning disabilities.

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

### **Complaint Procedures**

#### **Scope of the Complaint Procedures**

The Charter School will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

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

The Charter School will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable.

The following procedures shall be utilized for complaints of misconduct prohibited by this policy that do not fall within the scope of the Charter School’s Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of the Charter School’s Title IX Policy and UCP is available in the main office.

#### **Submitting a Report or Complaint**

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



Reports and complaints of misconduct prohibited by this policy shall be submitted to the Superintendent (or the Secretary of the Board if the complaint is against the Superintendent) as soon as possible after the incidents giving rise to the report or complaint.

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

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

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

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

The Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this policy may file a grievance using the procedures set forth in this policy.

### **Investigation and Response**

Upon receipt of a report or complaint of misconduct prohibited by this policy, the Superintendent or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days.

At the conclusion of the investigation, the Superintendent or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the Superintendent or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Superintendent, a non-employee Board member who is not the Board Chair or a parent/guardian of a student at the Charter School will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

### **Consequences**

Students or employees who engage in misconduct prohibited by this policy may be subject to disciplinary action up to and including expulsion from the Charter School or termination of employment.

### **Right of Appeal**



Should a complainant find the Charter School's resolution unsatisfactory, for complaints within the scope of this policy, the complainant may, within five (5) business days of notice of the Charter School's decision or resolution, submit a written appeal to the Chair of the Charter School Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.

### **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 – 3<sup>rd</sup> Grade: Ten (10) school days.
  - b. 4<sup>th</sup> – 8<sup>th</sup> Grade: ten (10) school days.
  - c. 9<sup>th</sup> – 12<sup>th</sup> Grade: fifteen (15) school days.

The Superintendent 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 Superintendent 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 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.

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 15 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. 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 Superintendent 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 Human Resources Manager). All reports shall be as confidential as possible under the circumstances. It is the duty of the Learning Center Director and/or Human Resources Manager 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 Human Resources Manager and/or Superintendent 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 Charter School 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 Superintendent 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 Superintendent 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 Superintendent 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.<sup>10</sup> Students are expected to follow safe practices when using

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.

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<sup>10</sup> "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 "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. 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 Superintendent or designee shall block access to such sites on Charter School computers with Internet access.

The Superintendent 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**

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**

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and wellbeing of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 et seq. which describe the offenses for which students at noncharter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion or involuntary removal.

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

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

The Charter School administration shall ensure that students and their parents/guardians<sup>11</sup> are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures are available upon request at the Superintendent's office.

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<sup>11</sup> The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.



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 IDEA or who is qualified for services under 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 requires additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities, 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/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian and shall inform the student, and the student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardians right to request a hearing to challenge the involuntary removal. If a student's parent, guardian requests a hearing the pupil's parent/guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

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

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

#### **B. Enumerated Offenses**

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



- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student 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 student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "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 their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or



harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with their academic performance.
  - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual student 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 student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student



who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

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

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.



- o) Engaged in or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a student 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 student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “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 their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with their academic performance.
    - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - 2) “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or



other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, video, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
  - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
  - (b) Creating a credible impersonation of another actual student 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 student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
  - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- iii. An act of cyber sexual bullying.
  - (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

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

- u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
  - v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee’s concurrence.
4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee’s concurrence.
  - b) Brandished a knife at another person.
  - c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.



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

If it is determined by the Administrative Panel and/or 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 destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

### **C. Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

#### **1. Conference**

Suspension shall be preceded, if possible, by a conference conducted by the Superintendent or designee with the student and the student’s parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Superintendent or designee.

The conference may be omitted if the Superintendent 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 the student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. The conference shall be held as soon as the student is physically able to return to school for the conference. Penalties shall not be imposed on a student for failure of the student’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student’s parent/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 in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

## 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Superintendent or designee, the student and the student's parent/guardian shall be invited to a conference to determine if the suspension for the student 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 student and the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

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

## 4. Homework Assignments During Suspension

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

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

## D. Authority to Expel

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

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the 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 (3) members who are certificated and neither a teacher of the student nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.



## **E. Expulsion Procedures**

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 Superintendent or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA unless the student 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 student. 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 student.

- 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 their right to (a) receive five (5) days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness 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 the complaining witness 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 the complaining witness 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 the complaining witness 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 their discretion to remove a person from the hearing whom they believe 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 student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- 10) Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

### **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 student, 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 their testimony heard in a session closed to the public.

### **I. Expulsion Decision**

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion 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, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

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

### **J. Written Notice to Expel**

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

### **K. 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 chartering authority upon request.

#### **L. No Right to Appeal**

The student 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.

#### **M. Expelled Students/Alternative Education**

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.

#### **N. 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 (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

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

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

#### **P. Notice to Teachers**

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

#### **Q. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal 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/guardian 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 parent/guardian 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/guardian 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/guardian, 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/guardian 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/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then 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/guardian 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/guardian or the Charter School the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

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

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

#### 5. Special Circumstances

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

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

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

#### 6. Interim Alternative Educational Setting

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

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



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

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

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

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

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

### **Title IX Policy Prohibiting Discrimination on the Basis of Sex**

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of Olive Grove Charter Schools, Inc. ("Charter School") to address sex discrimination, including but not limited to sexual harassment, occurring within Charter School's education program or activity.

Charter School does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 et seq.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.<sup>12</sup>

This Policy applies to conduct occurring in Charter School's education programs or activities including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of

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<sup>12</sup> Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.



the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom Charter School does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as “Title IX”) may be referred to the Charter School Title IX Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

## **Definitions**

### **Prohibited Sex Discrimination**

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by Charter School.

### **Prohibited Sexual Harassment**

Under Title IX, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

6. An employee of Charter School conditioning the provision of an aid, benefit, or service of Charter School on an individual’s participation in unwelcome sexual conduct;
7. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Charter School’s education program or activity; or
8. “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual’s employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual’s work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through Charter School.

Examples of conduct that may fall within the Title IX or the Education Code definition of sexual harassment, or both:

10. Physical assaults of a sexual or sex-based nature, such as:
  - a. Rape, sexual battery, molestation or attempts to commit these assaults.
  - b. Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another’s body, poking another’s body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
11. Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:



- a. Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - b. Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - c. Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
  - d. Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
12. Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
- a. Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  - b. Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  - c. Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

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

**Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

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

**Party** means a complainant or respondent.

**Respondent** means a person who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

**Supportive Measures** are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a party before or after the filing of a formal complaint of sexual harassment or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to Charter School's education program or activity without unreasonably burdening the



other party, including measures designed to protect the safety of all parties or Charter School's educational environment, or deter sexual harassment.

### **Title IX Coordinator**

The Board of Directors of Charter School ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Meg Rydman  
Superintendent  
5075 S. Bradley Rd., Suite 119, Santa Maria, CA 93455  
(805) 623-1111  
mrydman@olivegrovecharter.org

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator:

Tino Yracheta  
Human Resources Manager  
5075 S. Bradley Rd., Suite 119, Santa Maria, CA 93455  
(805) 623-1111  
tyracheta@olivegrovecharter.org

The Coordinator is responsible for coordinating Charter School's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination, formal complaints of sexual harassment, and inquiries about the application of Title IX to Charter School, coordinating the effective implementation of supportive measures, and taking other actions as required by this Policy. The Coordinator or designee may serve as the investigator for formal complaints of sexual harassment.

### **Reporting Sex Discrimination**

All employees must promptly notify the Coordinator when the employee has knowledge of or notice of allegations of sex discrimination or sexual harassment occurring within Charter School's education program or activity.

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

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

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



## **Privacy**

Charter School acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

## **Retaliation**

Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual.

## **Response to Sexual Harassment**

Charter School will respond promptly and in a manner that is not deliberately indifferent when it has actual knowledge, as defined in 34 C.F.R. § 106.30(a), of sexual harassment occurring in its education program or activity against a person in the United States.

Charter School's response will treat complainants and respondents equitably by offering supportive measures to a complainant, and by following the grievance procedures for formal complaints of sexual harassment that are listed below before imposing any disciplinary sanctions or other actions that are not supportive measures on a respondent for sexual harassment under Title IX.

## **Supportive Measures**

Once notified of sexual harassment or allegations of sexual harassment occurring in Charter School's education program or activity against a person in the United States, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint of sexual harassment.

Supportive measures may include but are not limited to: counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; mutual restrictions on contact between the parties; changes in work or on-campus housing locations; leaves of absence; increased security and monitoring of certain areas of the campus; and other similar measures.

Supportive measures will not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Charter School will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair Charter School's ability to provide the supportive measures. The Coordinator is responsible for coordinating the effective implementation of supportive measures.

## **Grievance Procedures**

### **Scope and General Requirements**



Charter School has adopted and published grievance procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited under Title IX and a grievance process that complies with 34 C.F.R. § 106.45 for formal complaints of sexual harassment.

Complaints of misconduct prohibited by this Policy that do not constitute a formal complaint of sexual harassment will be addressed in accordance with Charter School's Uniform Complaint Procedures, its employment discrimination complaint procedures, or the grievance procedures set forth in its Harassment, Intimidation, Discrimination, and Bullying Policy, as applicable. The following grievance procedures will apply to formal complaints of sexual harassment.

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

Charter School requires that any Title IX Coordinator, investigator, decisionmaker, and any person designated by Charter School to facilitate an informal resolution process not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Charter School will treat complainants and respondents equitably. Charter School presumes that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of its grievance procedures.

Charter School may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Charter School allows for the temporary delay of the grievance process or limited extension of timeframes on a case-by-case basis for good cause. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If the grievance process is temporarily delayed or a timeframe is temporarily extended by Charter School, the Coordinator or designee will notify the parties of the reason for the delay or extension in writing.

Charter School will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence.<sup>13</sup> Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

### **Dismissal**

Charter School must dismiss a formal complaint of sexual harassment for purposes of sexual harassment under Title IX if the conduct alleged:

- Would not constitute sexual harassment under Title IX even if proved;
- Did not occur in Charter School's education program or activity; or
- Did not occur against a person in the United States.

Charter School may dismiss a formal complaint of sexual harassment or any of the allegations therein if:

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<sup>13</sup> Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.



- The respondent is no longer enrolled or employed by Charter School;
- A complainant notifies the Coordinator in writing that the complainant would like to withdraw the complaint or any allegations therein; or
- Specific circumstances prevent Charter School from gathering sufficient evidence to reach a determination as to the complaint or allegations therein.

Upon dismissal, the Coordinator or designee will promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties. Dismissal under Title IX does not preclude action under another applicable Charter School policy.

### **Notice of the Allegations**

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will provide written notice of the allegations to the parties whose identities are known. The notice will include:

- Charter School's grievance procedures and any informal resolution process;
- The allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details includes the identities of the parties involved in the incident(s), if known, the conduct allegedly constituting sexual harassment under Title IX, and the date(s) and location(s) of the alleged incident(s), if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility is made at the conclusion of the grievance process;
- A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
- A statement that Charter School prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

### **Emergency Removal**

Charter School may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with Charter School's policies.

Charter School may remove a respondent from Charter School's education program or activity on an emergency basis, in accordance with Charter School's policies, provided that Charter School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any person arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

### **Informal Resolution**

At any time after a formal complaint of sexual harassment is filed and prior to determining whether sexual harassment occurred under Charter School's Title IX grievance procedures, Charter School may offer an informal resolution process to the parties. Charter School will not offer or facilitate informal resolution to resolve allegations that an employee sexually harassed a student, or when such a process would conflict with Federal, State, or local law. Parties will not be required or pressured to agree to participate in the informal resolution process.



Before initiation of the informal resolution process, Charter School will obtain the parties' voluntary, written consent to participate in the informal resolution and provide the parties with a written notice that explains:

- The allegations;
- The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint of sexual harassment arising from the same allegations;
- The right to withdraw and initiate or resume the grievance procedures at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

### **Investigation**

In most cases, a thorough investigation will take no more than thirty (30) business days. Charter School has the burden to conduct an investigation that gathers sufficient evidence to determine whether sexual harassment occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed, considered, or disclosed), regardless of whether they are relevant:

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless Charter School obtains that party's voluntary, written consent to do so for these grievance procedures; and
- Evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview. The parties will not be prohibited from discussing the allegations under investigation or from gathering and presenting relevant evidence. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.

Before the investigator completes the investigative report, Charter School will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator to consider prior to completing the investigation report.



The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

### **Determination of Responsibility**

Before making a determination of responsibility, the decisionmaker must afford each party the opportunity to submit written, relevant questions that a party wants to ask of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decisionmaker must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days after Charter School sends the investigation report to the parties, the decisionmaker, who will not be the same person as the Coordinator or investigator, will simultaneously send the parties a written determination of whether sexual harassment occurred. The written determination will include:

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

The determination regarding responsibility becomes final either on the date that Charter School provides the parties with the written appeal decision, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

### **Appeals**

Either party may, within five (5) business days of their receipt of Charter School's written determination of responsibility or dismissal of a formal complaint of sexual harassment, submit a written appeal to the Chair of the OGCS, Inc. Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal.

The complainant and respondent may only appeal from a determination regarding responsibility or Charter School's dismissal of a formal complaint of sexual harassment or any allegations therein, on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter;



- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
- The Coordinator, investigator(s), or decisionmaker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The decisionmaker for the appeal will not be the same person as the Coordinator, the investigator or the initial decisionmaker.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of notice of the appeal; and 4) within fifteen (15) business days of the appeal, provide a written decision simultaneously to the parties describing the result of the appeal and the rationale for the result.

### **Consequences**

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

### **Training**

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All Title IX Coordinators, investigators, decisionmakers, and any person who facilitates a Title IX informal resolution process will receive Title IX training and/or instruction concerning sexual harassment as required by law.

### **Recordkeeping**

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

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

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.



## **Appendix**

Includes the following forms:

- Harassment, Intimidation, Discrimination, & Bullying Complaint Form
- Title IX Sex Discrimination and Harrassment Complaint Form



**Olive Grove Charter Schools, Inc.**  
**Harassment, Intimidation, Discrimination, & Bullying Complaint Form**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Complainant

\_\_\_\_\_  
Print Name

**To be completed by the Charter School:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_



**Olive Grove Charter Schools, Inc.**  
**Title IX Sex Discrimination and Harrassment Complaint Form**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**To be completed by the Charter School:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_