



**Parent/Student  
Handbook  
2024-2025**

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# General Information

## Welcome Letter

Greetings Parents and Scholars,

Welcome to the 2024-2025 school year. We are excited and honored to have your child learning with us here at Savant Preparatory Academy of Business. We look forward to working with you to pave the way for a great educational opportunity in San Bernardino. Together, we will prepare our students to be strong leaders who will influence positive change in our community.

Savant aims to create a K-6 learning environment where students, faculty, and parents embrace and strive to achieve a standard of excellence in academics, ethics, and citizenship. When students graduate from Savant, they will be self-motivated, industrious, critical-thinking entrepreneurs who are passionate about learning and committed to service. They will be well prepared to meet the challenges of high school and higher education, and will fully embrace their rights and responsibilities as citizens to invest and create jobs in our community. We are excited to catalyze the great work that our scholars are bound to achieve.

This vision cannot be attained in isolation. Therefore, it is our goal to have a collaborative culture at Savant Academy that allows us to work together. As we embark on this journey, we are excited to develop scholars who will “enter to learn and depart to build.”

For the children,

The Savant Team

## **Our Mission**

The Savant Preparatory Academy of Business (SPAB) is designed to provide an enriched and innovative educational experience that is rooted in financial literacy and entrepreneurship. We aim to balance both experiential and academic learning in order to prepare children for the demands of the 21st century, equip students with skills necessary to compete globally, and ensure that scholars are both career, college, and business ready. SPAB fosters family choice and offers students and families with educational options for an exemplary education.

## **Our Vision**

Our vision at Savant Preparatory Academy of Business (SPAB) is to develop scholars who will be industrious members of society and positioned to accept the challenges of the 21st century. We will provide them with a foundation that will prepare them for success in their future college and career endeavors and further encourage them to seek opportunities for entrepreneurial innovation. Our students will have access to rigorous relevant authentic learning that will foster critical thinking, analytical skills, and the aptitude to solve real world problems in order to become real world leaders.

## **Affirmation Statement**

We, the Lions of Savant Preparatory Academy of Business, pledge to be the future business leaders of our community.

I will be on top of my game

I will step up and take my throne

I will devastate mediocrity and reject commonality I will not cheat, lie, or compromise my integrity

I will take responsibility for my actions I will make the grade

I will lead the way

I will “enter to learn, and depart to build.”

## **Savant Preparatory Academy of Business Five Pillars**

We believe that an excellent college-prep business education will set students up for success in entrepreneurship. According to an article in Forbes entitled, “The 5 Personality Traits of an Entrepreneur” the five most common personality traits that

entrepreneurs possess are vision, passion, resilience, strong sense of self, and flexibility. These traits form the five pillars that all scholars adopt at Savant Prep in order to propel them forward as successful business owners.

1. **Vision** – Savant scholars will be taught to see opportunity everywhere. Our scholars will be innovative thinkers who are always looking for ways to create new ideas or improve on current processes, services, and/or products. Our scholars will be able to look to the future to develop and initiate a plan to make life better for those to come.
2. **Passion**- While financial literacy is a key component of maintaining a successful business, our scholars at Savant will not simply work for money; they will be driven by passion. At SPAB, students will embrace the idea that a true scholar is a distinguished intellectual who is excited and passionate about learning. At Savant, scholars will be passionate learners who realize that learning happens both inside and outside of the classroom. Even when things get tough, a successful entrepreneur will be fueled by their passion and idea that they are working for the greater good.
3. **Resilience**- An inevitable part of becoming an entrepreneur is experiencing failure. Sir Winston Churchill stated that, “Success is the ability to go from one failure to another with no loss of enthusiasm,” and that embodies the resiliency that Savant scholars possess. Some of the best learning takes place after failure, and Savant scholars will embrace the opportunity to learn from their mistakes.
4. **Self-motivation**- Students at SPAB will feel confident in their strengths and will be self-motivated to reach their full potential. SPAB students will take the time to garner a strong sense of self and will go the extra mile to show others that their ideas and talents are worth consumers’ time and money. At school, Savant students will motivate themselves to reach the high expectations for academic achievement and conduct that will make them model citizens and business owners in their future.
5. **Flexibility**- Students at SPAB realize that successful scholars and entrepreneurs must learn how to face and navigate challenges. When scholars receive new information or experience a change in their circumstances, they will be prepared to make adjustments. At SPAB, scholars will realize that, when things do not go as planned, they must be flexible, persistent, and ready to create new solutions in order to achieve their aspirations.



# Savant Preparatory Academy of Business

## 2024-2025 Academic Calendar



August 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

April 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

<u>Important Dates</u>			
09/03/24.....	Labor Day	01/20/25.....	Dr. Martin Luther King Jr. Day
09/03/24.....	First Day of School	02/14/25.....	Abraham Lincoln's Birthday
11/11/24.....	Veteran's Day	02/17/25.....	President's Day
11/28/24 - 11/29/24 .....	Thanksgiving Recess	03/24/25 - 04/04/25.....	Spring Break
12/23/24 - 01/03/25.....	Winter Break	05/26/25 .....	Memorial Day
		06/11/25.....	Last Day of School

KEY
Holiday
Vacation
C / M-Conferences
Minimum Days (MIN)
First Day/Last Day of School

**Instructional Days - 175**

**Teacher Days (T) - 183**



# Bell Schedule 2024-2025



Full Day Schedule		
Kinder (2), 1st, 2nd	2/3 Combo, 3rd, 4th	5th, 6th
Breakfast 7:45-8:00	Breakfast 7:45-8:00	Breakfast 7:45-8:00
Core Instruction 8:00-9:30 (90 minutes)	Core Instruction 8:00-9:55 (115 minutes)	Core Instruction 8:00-10:20 (140 minutes)
1st Recess 9:30-9:50 (20 minutes)	2nd Recess 9:55-10:15 (20 minutes)	3rd Recess 10:20-10:40 (20 minutes)
Core Instruction 9:50-11:15 (85 minutes)	Core Instruction 10:15-11:45 (90 minutes)	Core Instruction 10:40-12:15 (95 minutes)
1st Lunch 11:15-11:35 (20 minutes)	2nd Lunch 11:45-12:05 (20 minutes)	3rd Lunch 12:15-12:35 (20 minutes)
Recess 11:35-12:00 (25 minutes)	Recess 12:05-12:30 (25 minutes)	Recess 12:35-1:00 (25 minutes)
Core Instruction 12:00-1:55 (115 minutes)	Core Instruction 12:30-2:20 (110 minutes)	Core Instruction 1:00-2:45 (105 minutes)
P.E. 1:55-2:15 (20 minutes)	P.E. 2:20-2:40 (20 minutes)	P.E. 2:45-3:05 (20 minutes)
Core Instruction 2:15-4:00 (105 minutes)	Core Instruction 2:40-4:00 (80 minutes)	Core Instruction 3:05-4:00 (55 minutes)





# Bell Schedule 2024-2025



Minimum Day Schedule		
Kinder (2), 1st, 2nd	2/3 Combo, 3rd, 4th	5th, 6th
Breakfast 7:45-8:00	Breakfast 7:45-8:00	Breakfast 7:45-8:00
Core Instruction 8:00-9:30 (90 minutes)	Core Instruction 8:00-9:55 (115 minutes)	Core Instruction 8:00-10:20 (140 minutes)
1st Recess 9:30-9:50 (20 minutes)	2nd Recess 9:55-10:15 (20 minutes)	3rd Recess 10:20-10:40 (20 minutes)
Core Instruction 9:50-11:15 (85 minutes)	Core Instruction 10:15-11:45 (90 minutes)	Core Instruction 10:40-12:15 (95 minutes)
1st Lunch 11:15-11:35 (20 minutes)	2nd Lunch 11:45-12:05 (20 minutes)	3rd Lunch 12:15-12:35 (20 minutes)
Recess 11:35-11:45 (10 minutes)	Recess 12:05-12:15 (10 minutes)	Recess 12:35-12:45 (10 minutes)
Instruction 11:45-1:00 (75 minutes)	Instruction 12:15-1:00 (45 minutes)	Instruction 12:45-1:00 (15 minutes)

## **Campus Supervision**

Savant Preparatory Academy opens its doors at 7:30 am each school day and discontinues providing general supervision 15 minutes after dismissal time. We are not responsible for general student supervision prior to or after this time. Students who are enrolled in and participate in the After School Program will be supervised on campus until a parent or guardian picks them up, consistent with the rules for the After School Program. Teachers and staff are responsible for student supervision during the school day and during all off- campus field lessons.

Per the Accountability Agreement located in the Appendix of this Handbook, students are to remain in class until their dismissal time. Families must pick their children up no later than 15 minutes after the dismissal time. Students who participate in the After School Program will only be supervised on campus 15 minutes after dismissal time. On the first occurrence of a late pick up, the parent/guardian will be required to meet with the Principal. On the second and subsequent occurrences of a late pick up, law enforcement or CPS will be notified if a student is not picked up on time from school, field lessons, or the After School Program.

This is a closed campus. We encourage parents and guardians to visit and help in their student's classroom. Volunteers having contact with students shall undergo fingerprinting pursuant to Education Code 45125. (Education Code 45106, 45125, 45347, 45349) at their own expense. All visitors must check-in at the school office prior to visiting classrooms. Visitors are required to wear a sticker that identifies them as a visitor to the school. Before leaving campus, all visitors are required to sign out in the office.

## **Parent and Family Engagement Policy**

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

## **Volunteering**

The school empowers parents/guardians as educational partners. Parents/Guardians should know that their voice and participation at the school influences the development of the total school and its components. Parents/Guardians will have the opportunity to participate in a variety of meaningful ways at the school site and their presence on campus and assisting teachers in the classroom is most important.

Here at Savant, we want our parents to recognize and carry out their role as active participants in their child(ren)'s education. Therefore, our parents at Savant Preparatory Academy of Business are encouraged (though not required) to complete 40 volunteer hours. Joyce Epstein, a world renowned expert on parent involvement, has established six categories for school parent involvement programs:

1. **Parenting**, in which schools help families with their parenting skills by providing information on children's developmental stages and offering advice on learning-friendly home environments;
2. **Communicating**, or working to educate families about their child's progress and school services and providing opportunities for parents to communicate with the school;
3. **Volunteering**, which ranges from offering opportunities for parents to visit their child's school to finding ways to recruit and train them to work in the school or classroom;
4. **Learning at home**, in which schools and educators share ideas to promote at-home learning through high expectations and strategies so parents can monitor and help with homework.
5. **Decision-making**, in which schools include families as partners in school organizations, advisory panels, and similar committees.
6. **Community collaboration**, a two-way outreach strategy in which community or business groups are involved in education and schools encourage family participation in the community.

These categories help provide a framework for the types of involvement that we want our parents to be engaged in. To encourage parents to complete 40-hours of volunteer hours for the year, we ask that parents attempt to participate in at least one activity from each category. While encouraged, parent volunteerism is not required. No student will be penalized in any way for lack of parent volunteerism.

Before authorizing any person to serve as a volunteer working with students who are not directly supervised by site personnel, the volunteer shall undergo a Department of Justice background check. Volunteers shall not begin to work with students until all checks are completed, and shall be informed that the school is conducting this background check. Volunteers having continuous contact with students shall undergo fingerprinting pursuant to Education Code 45125. (Education Code 45106, 45125, 45347, 45349) at their own expense

# Campus Policies

## **Closed Campus Policy**

Savant Preparatory Academy of Business is a closed campus. This means that students are to remain on campus once they have entered the school premises, unless signed out by a parent/guardian. Students are not permitted to leave school grounds without first clearing through the office. Only a parent or guardian listed on the Emergency Contacts (see student enrollment application) may sign the student out from school. Notes or phone calls to the office to excuse students are not accepted.

## **Classroom and School Volunteer, Visitation, and Removal Policy**

While Savant Preparatory Academy of Business (“Savant Prep” or the “Charter School”) encourages parents/guardians and interested members of the community to visit the Charter School and view the educational program, Savant Prep also endeavors to create a safe environment for students and staff. Additionally, parents volunteering in the classroom can be extremely helpful to our teachers and valuable to our students. We thank all parents for their willingness to volunteer in this manner.

Nevertheless, to ensure the safety of students and staff as well as to minimize interruption of the instructional program, the Savant Prep School Board has established the following procedures, to facilitate volunteering and visitations during regular school days:

### **Definitions**

- A “*visitor*” is defined as any person seeking to enter the school building who is not an employee or a current student at the Charter School. All visitors who are not parents or guardians of a student must have a specific and educationally relevant purpose for their visit.
- A “*volunteer*” is defined as any person who voluntarily offers and provides a service to the Charter School with Charter School approval without receiving compensation.

## Volunteering

Parents or guardians who are interested in volunteering in the classroom must adhere to the following guidelines:

1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be (1) fingerprinted and (2) receive background clearance prior to volunteering without the direct supervision of a credentialed employee.
2. A volunteer shall also have on file with Savant Prep a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment (the volunteer is responsible for seeking out an assessor) and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. At the discretion of the Savant Prep Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with students.
3. Volunteering must be arranged with the classroom teacher and Principal or designee, at least forty-eight (48) hours in advance.
4. A volunteer may not volunteer in the classroom for more than four (4) hours per month.
5. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aide, the volunteer may leave their volunteer position for that day.
6. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality. Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act (“FERPA”) Policy.
7. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of registering and signing out of the campus at the main office as indicated below.

8. Volunteerism by parents is encouraged but not mandatory. Any volunteer hours are tracked for purposes of maintaining data on the parent participation at the School and will in no way be used to penalize students or families.

### Visitation

1. Visits during school hours should first be arranged with the teacher and Principal or designee, at least forty-eight (48) hours in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least forty-eight (48) hours in advance. Parents/guardians seeking to visit a classroom during school hours must first obtain the approval of the classroom teacher and the Principal or designee.
2. All visitors (including volunteers) must sign-in in the main office immediately upon entering any school building or grounds during regular school hours. When signing in, the visitor is required to provide their name, their purpose for entering school grounds, and proof of identity.
3. For purposes of school safety and security, the Principal or designee may design a visible means of identification for visitors while on school premises.
4. All visitors are asked to comply with current mandated and recommended health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g. fever, coughing) may be denied registration. When recommended or requested by the Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and practice social distancing. Savant Prep reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.
5. If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. Savant Prep shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by Savant Prep, consistent with the law. The Savant Prep Board of

Directors and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

6. Except for unusual circumstances, approved by the Principal, Savant Prep visits should not exceed approximately sixty (60) minutes in length and may not occur more than twice per trimester.
7. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional aides unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher's and Principal's written permission.
8. Before leaving campus, the visitor shall return the Visitor's Badge and sign out of the Visitors Log Book in the main office.

#### Limitations of Volunteering or Visitation

1. The Principal or designee may seek the assistance of the police in managing or reporting any visitor or volunteer in violation of this Policy.
2. The Principal, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.
3. The Principal may direct a visitor without lawful business on campus to leave campus when the visitor's presence or acts interfere with the peaceful conduct of the activities of the school, or disrupt the school or its students, or school activities. Any visitor who is directed to leave by the Principal or designee will not be permitted to return to the Charter School campus for at least seven (7) calendar days.
4. The Principal or designee may withdraw consent to be on campus for up to fourteen (14) calendar days even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt Savant Prep's orderly operation. Consent shall be reinstated whenever the Principal has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the school campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week



period. The written request shall state the address to which notice of hearing is to be sent. The Principal shall grant such a hearing not later than seven (7) calendar days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person.

5. The Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds. When a visitor is directed to leave, the Principal or designee shall inform the visitor that if the visitor reenters the school without following the posted requirements the visitor will be guilty of a misdemeanor.
6. This Policy does not authorize Savant Prep to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

### Posted Notifications

At each entrance to the campus, signs shall be posted specifying the hours during which registration is required, stating where the office of the Principal or designee is located, and what route to take to that office, and setting forth the penalties for violation of this Policy.

### Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor, which is punishable by a fine of up to \$500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
2. Under California Education Code section 44811, any visitor whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction, by a fine of no less than \$500.00 (five hundred dollars) and no more than \$1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both, the fine and imprisonment.
3. Disruptive conduct may lead to Savant Prep's pursuit of a restraining order against a visitor, which would prohibit the visitor from coming onto school

grounds or attending school activities for any purpose for a period of up to three (3) years.

### **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 homeless 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.

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 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. 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:

Eva Tillman  
Chief Executive Officer  
24424 Monterrey Ave.  
San Bernardino, Ca. 92410

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.

### **Uniforms and Dress Code Policy**

As future entrepreneurs and leaders, the students of Savant must learn the importance of making a positive, appropriate impression. According to David McKnight, the author of *The Zen of Executive Presence*, "all aspects of your professional image matter and are important if you want to be taken seriously as a leader, or at least as a candidate for leadership positions." Therefore, Savant has a very clear uniform policy and dress code that will encourage professional dress and help scholars focus solely on academics and character development during the instructional hour.

The Charter School will provide, free of charge and upon request, one set of each uniform item that requires the school logo.

### **Uniforms**

1. The everyday uniform consists of the following clothing:
  - Burgundy polo shirt with embroidered school logo
  - Khaki pants, shorts, skirt, scooters, or skorts
  - Black closed-toe shoes
  - Black belt (if necessary)
2. The dress uniform consists of the following clothing:
  - Burgundy cardigan with embroidered school logo
  - Plaid tie for girls and boys
  - White button down dress shirt
  - Grey shorts/pants for boys
  - Plaid skirt for girls
  - Black shoes

- Black or white socks
- White knee highs or tights (if necessary)
- Black belt (if necessary)

\*Students will be required to wear dress uniforms every Wednesday one month after instruction begins.

### No-Uniform Consequences

If a student is not wearing a uniform, the student will receive a Uniform Infraction. Three uniform infractions will constitute a low level referral. If repeated uniform violations occur throughout the year, a conference will be scheduled with administration.

### Additional Dress Code Requirements

1. All shirts must be tucked in unless otherwise specified (i.e. PE).
2. Students may not wear inappropriately tight or short shirts, pants, shorts, skirts, scooters, or skorts. If a student violates this rule, they must wear a “loaner” uniform from the office. Inappropriately short is defined as any skirt, scooter, skort, or shorts that do not reach the top of the knee. Shorts must be worn under skirts.
3. No tops may be sheer or expose undergarments. No strapless, racer-back, or off the shoulder tops. No shirts may be worn that expose bare midriff.
4. No hats, beanies, or hoods are to be worn in the classroom or any building on school grounds. Head coverings worn for religious reasons will be allowed. Hats may be worn outside as sun-protection. Bandanas, curlers, "do-rags," hairnets, or other head coverings are not permitted.
5. All pants must fit around the natural waist and not be excessively baggy, and may not cover the shoes.
6. All clothing must be hemmed. Cut-offs are not allowed.
7. Students may not wear denim clothing (pants, jackets, etc.)
8. For safety reasons, the following jewelry will not be permitted at school: chains, chokers, multiple finger rings, toe rings, and large dangling earrings (larger than a quarter).
9. For safety reasons students must wear closed-toe shoes.
10. Students may not wear makeup with color.

11. Students may not wear artificial nails.
12. 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.
13. For classroom safety reasons, no backpacks are permitted
14. The administration reserves the right to determine the appropriateness of articles of clothing not specifically addressed in the Dress Code Policy.

### **Attendance Policy**

It is the intent of the Governing Board of Savant Preparatory Academy of Business that students attend school every day and on time. Consistent school attendance is critical to school success. Being present for classroom instructional time is essential for students to reach their goals and achieve their dreams. Chronic absenteeism has been linked to an increased likelihood of poor academic performance, disengagement from school, and behavior problems. Additionally, the California Attorney General's office produced a report on elementary school truancy called Truancy in California. The report's executive summary provides important recommendations that are useful as we establish this policy to promote school attendance.

### **Key Terms**

**Tardy:** Charter School starts at 8:00 am. Students shall be classified as tardy if the student arrives after that time.

**Unexcused Absence:** A student shall have an unexcused absence if the student is absent or is tardy for more than thirty (30) minutes without a valid excuse.

**Truancy:** A student is truant if he/she is absent or tardy by more than 30 minutes without a valid excuse on 3 occasions in a school year, or any combination thereof.

**Habitual Truancy:** A student is habitually truant if the student is reported for truancy three (3) or more times within the same school year. This generally occurs when the

student is absent from school without a valid excuse for five (5) full days in one school year or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on five (5) occasions in one school year, or any combination thereof.

**Chronic Truancy:** A student is chronically truant if he/she is absent without a valid excuse for at least 10% of the school year, from the date of enrollment to the current date.

**Excused Early Pick-up:** Valid excuses for personal reasons, health reasons, or family emergencies justified by a parent or guardian when the pupil's early pickup is requested in writing by the parent or guardian and approved by the principal or a designated representative.

**Unexcused Early Pick-Up:** A student shall have an unexcused early pickup if not requested in writing by the parent or guardian and approved by the principal or a designated representative

**Excused Absence:** Valid excuses are those absences for personal reasons, health reasons, or family emergencies justified by a parent or guardian when the pupil's absence is requested in writing by the parent or guardian and approved by the principal or a designated representative pursuant to the following standards, as permitted by Board policy. A student's absence shall be excused for the following reasons:

1. Personal illness, including an absence for the benefit of the pupil's mental or behavioral health
2. Quarantine under the direction of a county or city health officer
3. Medical, dental, optometric, or chiropractic appointments
4. Participation in religious instruction or exercises in accordance with Charter School policy. The student shall be excused for this purpose for no more than four school days per month.
5. For the purpose of attending the funeral services or grieving the death of either a member of the pupil's immediate family, or of a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, so long as the absence is not more than five (5) days per incident. "Immediate family" means the parent or

guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

6. For any of the following reasons, if an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, has died:
  - a. To access services from a victim services organization or agency.
  - b. To access grief support services.
  - c. To participate in safety planning or to take other actions to increase the safety of the pupil or an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, including, but not limited to, temporary or permanent relocation.

Absences under this section shall not be excused for more than three (3) days per incident, unless extended on a case-by-case basis at the discretion of the school administrator. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil

7. Attendance at religious retreats for no more than four hours during a semester.
8. Due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excuse).
9. To permit the student to spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.
10. Attendance at the student's naturalization ceremony to become a United States citizen.
11. Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician.
12. Authorization at the discretion of the Principal or designee, based on the facts of the student's circumstances, are deemed to constitute a valid excuse.



13. A student who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that the student is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5
14. In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience for a maximum of up to five (5) days per school year provided the student's parent or guardian provides a written note to the school authorities explaining the reason for the student's absence.
15. For the purpose of participating in a cultural ceremony or event. "Cultural" for these purposes means relating to the habits, practices, beliefs, and traditions of a certain group of people.
16. For the purpose of a middle or high school pupil engaging in a civic or political event as indicated below, provided that the pupil notifies the school ahead of the absence. A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.
  - a. A middle school or high school pupil who is absent pursuant to this provision is required to be excused for only one school day-long absence per school year.
  - b. A middle school or high school pupil who is absent pursuant to this provision may be permitted additional excused absences in the discretion of a school administrator.
17. For the following justifiable personal reasons for a maximum of five (5) school days per school year, upon advance written request by the student's parent or guardian and approval by the Principal or designee pursuant to uniform standards:
  - a. Appearance in court.
  - b. Observance of a holiday or ceremony of the pupil's religion (not to exceed one school per trimester).
  - c. Attendance at religious retreats.
  - d. Attendance at an employment conference.
  - e. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization.

A student who is absent due to an excused absence will be allowed to complete all assignments and tests missed during the excused absence that can be reasonably provided and will receive full credit upon satisfactory completion within a reasonable period of time. The teacher of the class from which a student is absent shall determine which tests and assignments are reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the excused absence.

### Method of Verification

When a student who has been absent returns to school, the student must present a satisfactory explanation verifying the reason for the absence. The following methods may be used to verify student absences:

- The written communication must include a request that the student's absence on a specific date be excused and a statement explaining the reason for the absence. The following methods may be used to verify student absences:
  - Signed, written note from parent/guardian or parent representative
  - Healthcare provider verification. When excusing students for confidential medical services or verifying such appointments, Charter School staff shall not ask the purpose of such appointments. A healthcare provider's note of illness will be accepted for any reported absence. When a student has had 14 absences in the school year for illness verified by a parent's written communication without a healthcare provider's note, any further absences for illness must be verified by a healthcare provider.
  - Other methods of written verification including, but not limited to, a conversation with a parent/guardian or a home visit that is subsequently documented by charter school staff.

### School Attendance Review Team (SART)

The School Attendance Review Team at the school site level will support the school attendance policies and address the truancy issue at all grade levels. The SART would convene as needed to review attendance for the purpose of holding the school accountable for meeting the attendance goal of 96% and to review truancy cases. If a student is habitually truant (absent without a valid excuse for 5 days during the school year), if he/she is absent or tardy by more than 30 minutes without a valid excuse on 5 occasions in a school year, or any combination thereof, a SART hearing will be called.

The parent/guardian of the habitually truant student will receive notice of the SART hearing and be required to attend. At the SART hearing, information will be provided about a student's attendance record. Parents/guardians will be asked to comment on the reasons for the student's truancy. A parent contract will be developed to bind the parent to bringing their child to school on time every day. The SART will make 3 referrals to local agencies as appropriate. Documentation of SART proceedings will be included in the child's cumulative file.

Membership of the SART may include:

- School Administrator
- Counselor/Behavior Specialist
- Education Specialist
- Office Manager
- Teacher
- Other school staff as necessary

Process for Addressing Truancy

1. Each of the first two (2) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by the Principal or designee. The student's classroom teacher may also call home.
2. Each of the third (3rd) and fourth (4th) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by the Principal or designee. In addition, the student's classroom teacher may also call home and/or the Charter School may send the parent an email notification. In addition, upon reaching three (3) unexcused absences or unexcused tardies over 30 minutes in a school year, the parent/guardian will receive "**Truancy Letter #1 – Truancy Classification Notice**" from the Charter School notifying the parent/guardian of the student's "Truant" status. This letter must be signed by the parent/guardian and returned to the Charter School. This letter shall also be accompanied by a copy of this Attendance Policy. This letter, and all subsequent letter(s) sent home, shall be sent by Certified Mail, return receipt requested, or some other form of mail that can be tracked. This letter shall be re-sent after a fourth (4th) unexcused absence.
3. Upon reaching five (5) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive "Truancy Letter #2 – Habitual Truant

Classification Notice and Conference Request,” notifying the parent/guardian of the student’s “Habitual Truant” status and a parent/guardian conference will be scheduled to review the student’s records and develop an intervention plan/contract.

4. Upon reaching six (6) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive a “Truancy Letter #3 – Referral to SART Meeting” and the student will be referred to a Student Success Team (SST) and the SART.
5. If the conditions of the SART contract are not met, the student may incur additional administrative action up to and including disenrollment from the Charter School, consistent with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student’s last known school district of residence.
6. For all communications set forth in this process, the Charter School will use the contact information provided by the parent/guardian in the registration packet. It is the parent’s or guardian’s responsibility to update the Charter School with any new contact information.
7. If a student is absent ten (10) or more consecutive school days without valid excuse and the student’s parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the Charter School’s communication attempts, as set forth above, the student will be in violation of the SART contract (if any), and shall be subject to disenrollment in compliance with the Involuntary Removal Process described below.
8. Any documentation received by the Charter School regarding a student’s enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a voluntary disenrollment and shall not trigger the Involuntary Removal Process below.

### First Day of School Process

When students are not in attendance on the first three days of school, the Charter School will attempt to reach the parent/guardian on a daily basis for each of the first three days to determine whether the student has an excused absence, consistent with the process outlined in this policy. If the student has a basis for an excused absence,

parents must notify the school of the absence and provide documentation consistent with this policy. However, consistent with the process below, students who are not in attendance due to an unexcused absence by the third school day will be disenrolled from the school roster after following the Involuntary Removal Process described below, as it will be assumed that the student has chosen another school option.

1. Students who are not in attendance on the first day of school will be contacted by phone to ensure their intent to enroll.
2. Students who have indicated their intent to enroll, but have not attended by the first day will receive a letter indicating the student will be disenrolled after the third day of school if the student has not attended school without valid excuse.
3. Students who have not attended by the third day, and do not have an excused absence as defined above, for not being in attendance will receive an Involuntary Removal Notice and the CDE Enrollment Complaint Notice and Form. The Charter School will follow the Involuntary Removal Process described below, which includes an additional five (5) schooldays for the parent/guardian to respond to the Charter School and request a hearing before disenrollment.
4. The Charter School will use contact information provided by the parent/guardian in the registration packet.
5. The District of Residence will be notified within thirty (30) calendar days of the date of disenrollment.
6. Any documentation received by the Charter School regarding a student's enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a voluntary disenrollment and shall not trigger the Involuntary Removal Process below.

### 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 the Charter School's intent to remove the student. The Involuntary Removal Notice must be provided to the parent or guardian no less than five (5) schooldays before the effective date of the proposed disenrollment date.

The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include:

1. The charges against the student
2. An explanation of the student's basic rights including the right to request a hearing before the effective date of the action
3. The CDE Enrollment Complaint Notice and Form

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 a parent's or guardian's request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of the Charter School's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing, the student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known school district of residence within thirty (30) calendar days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or reoccur.

Referral to Appropriate Agencies or County District Attorney:

It is the Charter School's intent to identify and remove all barriers to the students' success, and the School will explore every possible option to address student attendance issues with the family. For any unexcused absence, the Charter School may refer the family to appropriate school-based and/or social service agencies.

If a child's attendance does not improve after the SARB Hearing, outlined below, or if the parent fails to attend a required SARB Hearing, the parent and child may be referred to the District Attorney's office of prosecution through the court system. Students 12 years of age and older may be referred to juvenile court for adjudication.

These policies will be enforced fairly, uniformly, and consistently without regard to the characteristics listed in Education Code 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

### Reports

The principal, or designee, shall gather and report to the Governing Board the number of absences both excused and unexcused, as well as students who are truant and the steps taken to remedy the problem.

### Nutrition Policy

The Charter School participates in the National School Lunch Program. In accordance with CA law, the Charter School shall provide two (2) nutritionally adequate meals to each 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 meal per meal service (breakfast and lunch) each school day and with adequate time to eat. This shall apply to all pupils in kindergarten through grade twelve (12).

The National School Lunch Program was developed to protect children from hunger and malnutrition by offering balanced school meals. In addition to breakfast and lunch, the after school program provides hot supper. If you have questions regarding Food Services, the best place to go for answers is our Food Service Director. The director is knowledgeable in all areas of meal service, food preparation, sanitation, and safety.

## Breakfast

Our morning breakfast program offers breakfast to each student prior to the start of the instructional day starting at 7:45 am for 10 to 15 minutes. This opportunity gives students the fuel needed to get through the morning ready to learn. There is no charge, and student participation is strictly voluntary.

## Lunch

The lunches served at Savant are prepared at the San Bernardino City Unified School District's central kitchen. Since food preparation begins at an early hour, it is necessary that an accurate count of required servings be taken the morning of in the classroom. Parents and children should plan ahead for hot lunch orders since last-minute adjustments in the amount of food prepared is difficult. Please review the monthly menu that is sent home or the online version on the Savant Prep Academy website, to help identify those days when a child might like to order lunch, or attend breakfast. We do not pre-order breakfast. PLEASE HELP US KEEP OUR LUNCH COUNT ACCURATE.

Savant Prep does not allow the service of food of any kind inside the school except that which is served by our school cafeteria. Therefore, there is no fast food allowed for breakfast or lunch.

Applications for school meals are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form. Completed application forms can be returned to the main office. Income eligibility guidelines for federally funded free and reduced-price meals are available at: <https://www.cde.ca.gov/ls/nu/rs/>

Based on a parent/guardian's annual earnings, a parent/guardian may be eligible to receive the Earned Income Tax Credit from the Federal Government (Federal EITC). The Federal EITC is a refundable federal income tax credit for low-income working individuals and families. The Federal EITC has no effect on certain welfare benefits. In most cases, Federal EITC payments will not be used to determine eligibility for Medicaid, Supplemental Security Income, food stamps, low-income housing, or most Temporary Assistance For Needy Families payments. Even if you a parent/guardian does not owe federal taxes, they must file a federal tax return to receive the Federal EITC. Be sure to fill out the Federal EITC form in the Federal Income Tax Return Booklet. For information regarding your eligibility to receive the Federal EITC,



including information on how to obtain the Internal Revenue Service (IRS) Notice 797 or any other necessary forms and instructions, contact the IRS by calling 1-800-829-3676 or through its website at [www.irs.gov](http://www.irs.gov).

A parent/guardian may also be eligible to receive the California Earned Income Tax Credit (California EITC) starting with the calendar year 2015 tax year. The California EITC is a refundable state income tax credit for low-income working individuals and families. The California EITC is treated in the same manner as the Federal EITC and generally will not be used to determine eligibility for welfare benefits under California law. To claim the California EITC, even if you do not owe California taxes, you must file a California income tax return and complete and attach the California EITC Form (FTB 3514). For information on the availability of the credit eligibility requirements and how to obtain the necessary California forms and get help filing, contact the Franchise Tax Board at 1-800-852-5711 or through its website at [www.ftb.ca.gov](http://www.ftb.ca.gov).

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.

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

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.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, Charter School is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410  
(833) 256-1665 or (202) 690-7442;  
Or email: [Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

Charter School is an equal opportunity provider.

A copy of the complete Policy, which includes the Charter School's meal charge policy, is available upon request at the main office. The Charter School also maintains a School Wellness Policy pursuant to state and federal requirements.

### Birthday Party Policy

Classroom birthday parties are not allowed. We do not take instructional minutes away from our scholars for birthday parties. If a parent would like to bring cupcakes, we ask that the office be notified 24 hours in advance and that they be dropped off in the morning. Scholars will be able to enjoy dessert after their lunch has been served, but pizza, goodies bags, balloons, etc. will not be permitted on campus.

### **Student Records, including Records Challenges and Directory Information**

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

1. The right to inspect and review the student's education records within 5 business days after the day the Charter School receives a request for access.

Parents or eligible students should submit to the Charter School Principal or designate a written request that identifies 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 Principal 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 Principal 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 non related 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. Student's address
3. Parent's/guardian's address
4. Telephone listing
5. Student's electronic mail address
6. Parent's/guardian's electronic mail address
7. Photograph/video
8. Date of birth
9. Dates of attendance
10. Grade level
11. Participation in officially recognized activities and sports
12. Weight and height of members of athletic teams
13. Degrees, honors, and awards received
14. The most recent educational agency or institution attended

15. 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 Principal at: 909-677-0213. A copy of the complete Policy is available upon request at the main office.

Please note that data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System ("CALPADS"<sup>1</sup>) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"<sup>2</sup>) and will:

- 1) Be used to provide pupils and families with direct access to online tools and resources.
- 2) Enable a pupil to transmit information shared with the CCGI to both of the following:
  - a. Postsecondary educational institutions for purposes of admissions and academic placement.
  - b. 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.

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<sup>1</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>2</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").

## **Use of Student Information Learned from Social Media**

The Charter School complies with all federal, state, and local guidelines regarding the gathering and/or maintenance of information about any enrolled student obtained from social media in the student's educational record. The Charter School gathers student information from social media. Such information shall be maintained in the Charter School's records with regard to the student and shall be destroyed within one (1) year after a student turns 18 years of age or within one (1) year after the student is no longer enrolled in the Charter School, whichever occurs first. A non-minor student or a student's parent or guardian may access the student's records for examination of the information, request the removal of information or corrections made to information gathered or maintained by the Charter School by contacting the Principal.

## **Uniform Complaint Procedure ("UCP")**

The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. 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:

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;
  - Adult Education;



- Career Technical and Technical Education;
  - Career Technical and Technical Training;
  - Child Care and Development Programs;
  - Consolidated Categorical Aid;
  - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
  - Every Student Succeeds Act;
  - Migrant Education Programs;
  - Regional Occupational Centers and Programs;
  - School Safety Plans; and/or
  - State Preschool Programs.
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 Principal or the Compliance Officer identified below.

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.

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.

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.

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:

Eva Tillman  
Chief Executive Officer  
24424 Monterrey Ave.,  
San Bernardino, CA. 92410

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 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 main 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 Principal.

## **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 Savant Preparatory Academy of Business (“Charter School”) to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

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>3</sup> Charter School will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in Charter School’s education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom 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 Office 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. Discrimination on the basis of sex includes

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<sup>3</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.

discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

### **Prohibited Sex-Based Harassment**

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

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by Charter School to provide an aid, benefit, or service under Charter School’s education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person’s participation in unwelcome sexual conduct.
- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person’s ability to participate in or benefit from Charter School’s education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - The degree to which the conduct affected the complainant’s ability to access Charter School’s education program or activity;
  - The type, frequency, and duration of the conduct;
  - The parties’ ages, roles within Charter School’s education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - The location of the conduct and the context in which the conduct occurred; and
  - Other sex-based harassment in Charter School’s education program or activity.
  - Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

- Dating violence, meaning violence committed by a person:
- Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship;
  - The type of relationship; and
  - The frequency of interaction between the persons involved in the relationship.
  - Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
    - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
    - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
    - Shares a child in common with the victim; or
    - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.
- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - Fear for the person's safety or the safety of others; or
  - Suffer substantial emotional distress.

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 definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
  - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.



- Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
- Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

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

**Complainant** means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in Charter School's education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) Charter School's Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in

Charter School's education program or activity at the time of the alleged sex discrimination.

**Complaint** means an oral or written request to Charter School that objectively can be understood as a request for Charter School to investigate and make a determination about alleged sex discrimination.

**Confidential Employee** means an employee of Charter School whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom Charter School has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

**Party** means a complainant or respondent.

**Respondent** means a person who is alleged to have violated Charter School's prohibition on sex discrimination.

**Supportive Measures** are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to Charter School's education program or activity, including measures that are designed to protect the safety of the parties or Charter School's educational environment; or (2) provide support during Charter School's grievance procedures or during an informal resolution process.

### **Title IX Coordinator**

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

Eva Tillman

Chief Executive Officer

24424 Monterrey Ave.,

San Bernardino, CA. 92410

(909) 677-0213

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 until a new Coordinator is designated:

Jeannette Balcazar

Chief Financial Officer

24424 Monterrey Ave.,

San Bernardino, CA. 92410

(909) 677-021

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 and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decisionmaker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure Charter School's consistent compliance with Title IX.

### **Reporting Sex Discrimination**

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

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 Executive Director, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

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. Individuals alleging retaliation in violation of this Policy may file a complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes Charter School from requiring an employee or other person authorized by Charter School to provide aid, benefit, or service under Charter

School's education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

### **Confidential Employees**

Contact information for the confidential employees at Charter School, if any, can be obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

### **Coordinator's Response to Reports of Sex Discrimination**

When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;

- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether Charter School could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents Charter School from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Charter School's education program or activity.

### **Supportive Measures**

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or Charter School's educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact Jeannette Balcazar, who is an appropriate

and impartial employee or who may designate such an employee, to seek modification or reversal of Charter School's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

### **Informal Resolution**

At any time prior to determining whether sex discrimination occurred under Charter School's Title IX grievance procedures, Charter School may offer an informal resolution process to the parties. Charter School does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- The allegations;
- The requirements of the informal resolution process;
- The right to withdraw and initiate or resume the grievance procedures;
- That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and



- What information is retained and whether and how it may be disclosed by Charter School for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. Charter School will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decisionmaker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

## **Grievance Procedures**

### **Scope and General Requirements**

Charter School has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints of made by students, employees, or other individuals who are participating or attempting to participate in Charter School's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, 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, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

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

Charter School may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents,

or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

Charter School allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

Charter School will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

Charter School will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.<sup>4</sup> Credibility determinations will not be based on a person’s status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student’s IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act (“IDEA”) and Section 504 of the Rehabilitation Act of 1973 (“Section 504”) throughout the grievance procedures.

## **Dismissal**

In most cases, Charter School will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

Charter School may dismiss a complaint if:

- Charter School is unable to identify the respondent after taking reasonable steps to do so;

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<sup>4</sup> Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

- The respondent is not participating in Charter School’s education program or activity and is not employed by Charter School;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and Charter School determines that, without the complainant’s withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- Charter School determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, Charter School will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant’s right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent’s right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or

recur. Dismissal does not preclude action under another applicable Charter School policy.

### **Appeal of a Dismissal**

If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decisionmaker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decisionmaker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decisionmaker will notify the parties in writing of the result of the appeal and the rationale for the result.

### **Notice of the Allegations**

Upon initiation of the grievance procedures, the Coordinator or designee will provide 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;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to Charter School;
- A statement that retaliation is prohibited; and
- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if Charter School provides a description of the evidence,

the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

### **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 imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination 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 IDEA, Section 504, or the ADA.

### **Investigation**

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. Charter School has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination 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 or considered, except by Charter School to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;

- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless Charter School obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties' timely submitted written responses, if any, will be considered by the investigator and decisionmaker before a determination of responsibility is made.

Charter School will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

### **Determination of Responsibility**

Before making a determination of responsibility, the decisionmaker may question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

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 of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

### **Appeal of the Determination of Responsibility**

Should a party find Charter School's determination unsatisfactory, the party may, within five (5) business days of notice of Charter School's determination, 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 must not have taken part in the investigation of the allegations.

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 the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision 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 may be subject to disciplinary action up to and including expulsion from Charter School or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by Charter School including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Charter School's education program or activity.

No party, witness, or other person participating in Charter School's grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on Charter School's determination whether sex discrimination occurred.

## **Student Pregnancy and Related Conditions**

Charter School will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the Charter School employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to Charter School's education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of Charter School's obligations under:
  - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
  - 34 C.F.R. §106.44(j), which includes rules on disclosures of personal information;
- Provide Charter School's Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.



A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any Charter School leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.

Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

### **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 employees, Coordinators and designees, investigators,

decisionmakers, and other persons who are responsible for implementing Charter School's grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment 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:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.
- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions Charter School took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. Charter School will make these training materials available upon request for inspection by members of the public.

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

**TITLE IX SEX DISCRIMINATION AND HARRASMENT 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 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 Charter School:**

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

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

## Student Conduct

Savant Preparatory prides itself on developing scholars that will be future leaders; therefore, we hold student conduct in high regard. We understand that, in order to thrive in the real world, one must be disciplined and accustomed to respecting authority. We will be proactive in providing an environment that is both physically and emotionally safe through Positive Behavior Intervention and Support (PBIS), and will be sure that students effectively learn from their behavior choices through consistent consequences. If a scholar frequently experiences difficulties in making good behavior choices, we will delve deeper into discovering the root of the issue through a series of mandated counseling sessions.

School administrators, teachers and staff will ensure that every student who wants to learn will be able to do so in a safe, productive, and clean environment. In order to maintain our high standards for student conduct, we have school-wide rules and values that we use to govern our campus.

### Non-Negotiable Expectations

1. Accountability Agreement (included in the Appendix of this Handbook)
2. School Rules
  - **Be Respectful:** Being respectful or treating others the way you want to be treated. It includes using manners when talking to one another, not teasing, including everyone in an activity, or even just active listening. Respecting one another is crucial to creating a good learning environment.
  - **Be Responsible:** Being responsible helps students become self-sufficient learners. Students are prepared with the right materials, following directions the first time asked, following procedures within the classroom WITHOUT being asked, and monitoring their success.
  - **Be Resourceful:** Resourcefulness is a mindset, and is especially relevant when the goals you have set are difficult to achieve or you cannot envision a clear path to get to where you desire to go. With a resourceful mindset you are driven to find a way. An attitude of resourcefulness inspires out-of-the-box thinking, the generation of new ideas, and the ability to visualize all the possible ways to achieve what you desire.

## **Field Lessons**

We provide a variety of opportunities to extend student learning outside the classroom. While we expect all students to participate, it is important for students and parents to know that basic eligibility requirements apply:

- No excessive referrals or major infractions during the trimester of the Field Lesson
- No suspensions during the trimester of the Field Lesson

Any family whose child is ineligible may be permitted to attend a Field Lesson if a volunteer-eligible (cleared) family member accompanies and supervises the student. See the section on Volunteers for more information. Written and/or verbal notice of ineligible students will be given to both students and families.

## **Cell Phone Use**

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

Private devices may be used:

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

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

- During instructional classroom time, including assemblies, and any other school activity, which takes place during the regularly scheduled school day on or off campus.
- During break periods, between class periods, or during lunch.
- During events sponsored by the Charter School held before or after regular school hours.
- On field trips or excursions sponsored by the Charter School.

Students may not use any school phone or staff cellular phone without permission from a staff member. Students will only be allowed to use the phone when deemed necessary by a staff member. A teacher or staff member must be present at the time of the call. At times, the teacher will dial the number for a student. Students who use a phone without permission from a teacher will be subject to appropriate consequences.

If parents choose to have their student carry a cellular telephone or smart watch to and from school for safety purposes, the student must check the device in with his/her classroom teacher. The student may check the phone or smart watch out at the end of the day. Lost or stolen cell phones or smart watches are not the responsibility of the school.

### **Personal Belongings**

Students are not allowed to have the following items at school:

- Weapons or toy weapons
- Alcohol, tobacco, or any illegal substance
- Soda
- Toys, stuffed animals or dolls
- Candy, gum or sunflower seeds
- Radio, MP3 Player, iPod, etc.
- Unhealthy snacks (Hot Cheetos, Takis)
- Electronic toys & gaming devices
- Cellular telephones, smart watches
- Cash in excess amounts
- Vulgar/inappropriate stickers and logos
- Sunglasses
- Obscene/vulgar magazines/books

- Baseball caps or head rags (please see uniform dress code policy)
- Denim clothing of any kind

Consequences for bringing prohibited items to school:

1. The **FIRST** time a prohibited item is brought to school it will be confiscated and returned at the end of the day.
2. The **SECOND** time a prohibited item is brought to school it will remain in the possession of the school until a parent comes to obtain it.
3. The **THIRD** time a prohibited item is brought to school, it will remain in the possession of the school until a parent comes to obtain it, a parent/teacher conference will be scheduled at a later time.

Student Use of Technology

The Board of Directors of Savant Preparatory Academy of Business (“SPAB” 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. 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 by the adoption of the Student Internet Use Policy and Agreement.

Definitions

- “*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.

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 Student Internet Use Policy and 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.

### **Technology Take-Home Conditions**

The computer that your child is being issued is an educational tool and should be used in that capacity. Failure to comply with the Student Internet Use Policy and Agreement and these guidelines will result in loss of take-home privileges.

Before a student is granted permission to take their assigned technology device home, he/she and his/her parent or guardian must sign the attached Student Internet Use Policy and Agreement.

Before the technology is assigned to a student, the parents or guardians must assume financial responsibility for the equipment by signing the Technology Take-Home Permission Form. The approximate replacement cost of the technology is \$500.

If the technology has a failure of an internal part, it is covered by a warranty and will be repaired at no cost. If the technology assigned to your child is lost, stolen or damaged through negligence, vandalism, or failure to follow the proper care guidelines, then you are responsible for the cost of repair or replacement.

All technology is the property of the Savant Preparatory Academy of Business (SPAB). SPAB reserves the right to demand the immediate return of the equipment at any time. The technology should only be used by the student who has signed the agreement.

If you, as the parent/guardian, would rather that the technology NOT be brought home, please inform the school by checking the appropriate box on the permission form and we will honor this request.

### **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:

1. **Security.** Students shall not impair the security of Charter School technology resources. Students are expected to:
  - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
  - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While the Charter School is able 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 SPAB 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 SPAB equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.
4. **Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to

use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate Charter School policy or local law. These include but are not limited to:

- a. Playing games or online gaming.
  - b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
  - c. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.
  - d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
  - e. Conducting any activity that is in violation of Charter School policy, the student code of conduct or local, state or federal law.
  - f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
  - g. Conducting for-profit business.
  - h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
  - i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
  - j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
  - k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
5. **No Expectation of Privacy.** Students acknowledge 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 agreed upon use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.

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

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

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

## **Suspension and Expulsion Procedures**

### **Policy**

The Pupil Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all students at SPAB. In creating this policy, the Charter School has reviewed Education Code Section 48900 et seq. which describe the offenses for which students at non charter 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. When a student commits an act that constitutes grounds for suspension or expulsion, that student may be suspended or expelled from regular classroom instruction. SPAB staff shall enforce disciplinary policies and procedures fairly and consistently among all students.

These grounds and accompanying policies and procedures will be printed and distributed annually as part of the Parent-Student Handbook as well students and parents are expected to execute a Accountability Agreement. The Parent/Student Handbook will clearly describe discipline expectations, including a student's right to a hearing and other procedural safeguards. The Accountability Agreement includes language governing parent conduct on campus.

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

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

The Charter School administration shall ensure that students and their parents/guardians<sup>5</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 on request at the Principal's office.

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law 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 or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/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/guardian's, right to request a hearing to challenge the involuntary removal. If a student's parent/ guardian requests a hearing, the Charter School shall

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<sup>5</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.

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).

## **Procedures**

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

- a. 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.

### **2. Enumerated Offenses**

- a. Discretionary Suspension Offenses. Students may be suspended when it is determined the student:
  - i. Caused, attempted to cause, or threatened to cause physical injury to another person.
  - ii. Willfully used force or violence upon the person of another, except self-defense.
  - iii. 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.
  - iv. 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.

- v. Committed or attempted to commit robbery or extortion.
- vi. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- vii. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- viii. 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.
- ix. Committed an obscene act or engaged in habitual profanity or vulgarity.
- x. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- xi. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- xii. 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.
- xiii. 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.
- xiv. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- xv. 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.

- xvi. 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.
- xvii. 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 6, inclusive.
- xviii. 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.
- xix. 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 6, inclusive.

xx. 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:

a. 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.

b. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

c. Causing a reasonable student to experience substantial interference with their academic performance.

d. 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:

- a. A message, text, sound, video, or image.
- b. A post on a social network Internet Web site including, but not limited to:
- c. 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.
- d. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph
- e. 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.
- f. 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.
- g. An act of cyber sexual bullying.
  - i. 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.

- ii. 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 (7) and (8) 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.

- xxi. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a 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).

- xxii. 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 Principal or designee’s concurrence.

- 3. 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 Principal or designee's concurrence.
  - b. Brandished a knife at another person.
  - c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
  - d. Committed or attempted to commit a sexual assault or 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.
4. 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 6, inclusive.
- r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to students in any of grades 4 to 6, 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 6, inclusive.
- t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - i. "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:

1. 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.
  2. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
  3. Causing a reasonable student to experience substantial interference with their academic performance.
  4. 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.
- ii. "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:
1. A message, text, sound, video, or image.
  2. A post on a social network Internet Web site including, but not limited to:
  3. 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.
  4. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph 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.
  5. 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.

- u. An act of cyber sexual bullying.
  - i. 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.
  - ii. 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.
- v. 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.
- w. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a 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 (3)(a)-(b).
- x. 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 Principal or designee’s concurrence.



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

### In-School Suspension

Occasionally, in-school suspension may be used as a form of a respectful, related consequence to behavior that is posing a serious disruption to the educational process. It is to be used as an alternative to out-of-school suspensions and to prevent a student from falling further behind in academics while remaining partially in the learning environment. During in-school suspensions, teachers provide the students with assignments to complete by the end of the day. In the event of academic struggles or questions, the person supervising the in-school suspension may contact the teachers or other support providers to aid the student. In addition to completing any assignments, students serving in-school suspension are also required to write a reflection that addresses the behavior that necessitated the in-school suspension and what they will do to avoid repeating the behavior in the future.

### **Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

### Suspension Time Limits/ Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or designee, the student and the student’s parent/guardian or representative will 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 or 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 Principal 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.

### Conference

Suspensions shall be preceded, if possible, by a conference conducted by the Principal or designee with the student and the student's parent/guardian and, whenever practicable, the teacher, supervisor or school employee who referred the student to the Principal or designee.

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

At the conference, the 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. No penalties may be imposed on a student for failure of the student's parents 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.

### Notice to Parents/Guardians

At the time of the suspension, a Charter School employee shall make reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. This

notice shall state the specific offense(s) committed by the student. In addition, the notice may also state the date and time when the student may return to school following suspension. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

#### 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.

#### 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 SPA Board following a hearing before it or by the SPA Board upon the recommendation of a neutral and impartial administrative panel to be assigned by the SPA Board as needed. The administrative panel shall consist of at least three (3) members who are certificated and neither a teacher of the student or a SPA Board member. 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.

## 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 Principal 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 the Family Educational Rights and Privacy Act (“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.

## 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
5. room to facilitate a less intimidating environment for the complaining witness.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. 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.

### 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.

### 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.

### 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.

#### Written Notice to Expel

The Principal or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student 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 Principal 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.

#### 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.

#### 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.

### Expelled Students/Alternative Education

Parents/guardians of students 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.

### 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.

### 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 Principal or designee and the student and student's parent/guardian or representative 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 Principal or designee shall make a recommendation to the Board of Directors following the meeting regarding the Principal'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 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.

### 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.

### Involuntary Removal for Truancy

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within the Charter School's Board adopted Attendance Policy for truancy and only after the Charter School follows the requirements of the Attendance Policy and only in accordance with the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

### **Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities**

#### Notification of District

The Charter School shall immediately notify the District and coordinate the procedures in this policy with the District of the discipline of any student with a disability or student that the Charter School or the District would be deemed to have knowledge that the student had a disability.

#### 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.

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

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

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

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

1. Conduct a functional behavioral assessment, and implement a behavioral intervention plan for such child, provided that SPAB had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
2. 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
3. Return the child to the placement from which the child was removed, unless the parent/guardian and SPAB agree to a change of placement as part of the modification of the behavioral intervention plan.

If SPAB, 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 result of the failure to implement the IEP/504, then SPAB 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.

### Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or SPAB 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 SPAB, 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-day

(45) time period provided for in an interim alternative educational setting, unless the parent/guardian and SPAB 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.

### Special Circumstances

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

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

1. 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;
2. 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
3. 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.

#### Interim Alternative Educational Setting

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

#### 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 District's disciplinary procedures may assert the procedural safeguards granted under these procedures only if SPAB had knowledge that the student was disabled before the behavior occurred.

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

1. 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 SPAB supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the child.
3. The child's teacher, or other SPAB 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 SPAB 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 SPAB had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. SPAB shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by SPAB pending the results of the evaluation.

SPAB 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.

### **Discipline Matrix**

Savant Preparatory Academy of Business stresses a close, cooperative relationship between students, parents, and school personnel. The primary vision of SPAB is to provide a positive, supportive, and secure environment in which to develop responsibility and self-discipline for academic and social excellence within a framework of an Accountability Agreement between staff, parents, and students. This agreement specifies standards for student conduct, attendance, and academics. Violations of the contract are investigated by administration and reviewed by the Contract Committee, composed of teachers, administrators, and support staff. Students violating the contract are placed on probation. Continued violations may result in suspension and/or expulsion.

**Level Progression:** The Level system is progressive for a school year (i.e. for a student who has been placed on Level 1, a further offense would place them on Level 2, 3, or 4 depending upon the seriousness of the offense). Levels will not be reduced during the school year in which they occur.

## Savant Preparatory Academy of Business: Discipline Matrix

### Tier II Intervention

Qualifications	Consequences
<p>A student will be a qualifying candidate for Tier 2 Intervention after receiving 4 minor level infractions or 1 major level infarction within a consecutive 30 calendar days.</p> <p><b>Minor level infractions are as follows:</b></p> <ul style="list-style-type: none"> <li>● Taunting, teasing, or inappropriate remarks to other students</li> <li>● Forgery</li> <li>● Minor inappropriate use of technology (distraction)</li> <li>● First Offense Cheating</li> <li>● Minor Academic Dishonesty (first offense)</li> <li>● Minor Abuse of School Property</li> <li>● Unacceptable Language (indirect)</li> <li>● Minor Dress Code violation</li> <li>● Petty theft (little value)</li> <li>● “Out of bounds” or not under the direct supervision of a teacher without permission</li> <li>● Unacceptable Language</li> </ul> <p><b>Major level infractions are as follows:</b></p> <ul style="list-style-type: none"> <li>● Bullying</li> <li>● Hazing</li> <li>● Fighting</li> <li>● Threatening violence</li> <li>● Terroristic acts or threats</li> <li>● Major Inappropriate use of technology (including cell phone)                             <ul style="list-style-type: none"> <li>– tech referral</li> </ul> </li> <li>● Damage to School Property or Vandalism - Law enforcement referral</li> <li>● Unacceptable Language (teacher)=</li> <li>● Theft (significant value) – Law enforcement referral</li> <li>● Hate Speech</li> <li>● Cyber Bullying</li> <li>● Possession, use, selling of controlled substance, nicotine, or alcohol</li> <li>● Harassment/intimidation/sexual harassment, assault, or battery</li> </ul> <p>*Cyber bullying includes the use of cell phones, cameras, recordings, Internet (Facebook, MySpace, etc.), or other electronic means to harass, threaten, or embarrass another student.</p> <p>**Hate speech is any speech, gesture or conduct, writing, or display which is forbidden because it may incite violence or prejudicial action against or by a protected individual or group, or because it disparages or intimidates a protected individual group.</p>	<p>Implementation of Tier 2 interventions necessitates a conference with the committee, composed of teachers, administrators, and support staff. At the conference, parent and student will be presented with:</p> <ul style="list-style-type: none"> <li>● Accountability agreement</li> <li>● Evidence of low-level referrals and restorative intervention</li> <li>● MTSS behavior contract</li> <li>● Potential referral for suspension and/or expulsion (in accordance with the Suspension and Expulsion Policy above)</li> </ul> <p>Depending upon the severity of the infraction and at the discretion of the committee, students qualifying for Tier 2 intervention may also qualify for a probationary contract. As a result, the scholar may either be excluded from all extracurricular activities for 10 instructional days and/or excluded from 1 major school activity (dance, sports game, fun field trip, etc.).</p>



<b>Tier III</b>	
<b>Qualifications</b>	<b>Consequences</b>
<p>A student will be a qualifying candidate for Tier 3 Intervention if student does not meet MTSS goals from Tier 2 interventions.</p>	<p>Implementation of Tier 3 interventions necessitates a conference with the committee. At the conference, parent and student will review:</p> <ul style="list-style-type: none"> <li>● Accountability agreement</li> <li>● Referral to one-on-one counseling services</li> <li>● Evidence of low-level referrals and restorative intervention</li> <li>● <u>Modified</u> MTSS behavior contract (additional six-weeks) <ul style="list-style-type: none"> <li>○ If student does not meet goals at the end of this MTSS, six-week intervention cycle, student will be referred for an official SST</li> </ul> </li> <li>● Potential referral for suspension and/or expulsion (in accordance with the Suspension and Expulsion Policy above)</li> </ul> <p>Depending upon the severity of the infraction and at the discretion of the committee, students qualifying for Tier 3 intervention may also qualify for a probationary contract. As a result, the scholar may either be excluded from all extracurricular activities for 10 instructional days and/or excluded from 1 major school activity (dance, sports game, fun field trip, etc.).</p>
<b>Student Success Team</b>	
<b>Qualifications</b>	<b>Consequences</b>
<p>A student will be referred to the Student Success Team if the student does not meet MTSS goals from Tier 3 interventions.</p>	<p>A referral to the SST Team may result in a recommendation for special education services/supports to be provided by the Charter School.</p>

## **Academic Information**

Savant Preparatory Academy of Business is a seat based TK-6 charter school. Students in transitional kindergarten through Grade 6 will receive well-rounded, standards-based instruction focusing on an innovative educational experience that comes from a balance of both experiential and academic learning. Teachers will use Common Core State Standards for reading/language arts and math to plan and construct lessons that will: prepare children for the demands of the 21st century, equip students with skills necessary to compete globally, ensure that scholars are both career and college ready, and develop a growth mindset to encourage leadership and management capabilities.

All TK-6 core curriculum at Savant Preparatory Academy of Business will be based on California Common Core State Standards. Students will be expected to meet or exceed grade level standards in reading, writing, math, science, and social studies. SPAB believes that learning is best achieved when students are motivated to learn. SPAB understands that what works for one student may not necessarily work for another student. As a result, SPAB will use a variety of strategies to teach the standard curriculum.

Teachers will give students and parents/guardians continuous feedback about student performance. Teachers will send assessments and progress reports home to be signed consistently throughout the year, as well as class and homework for parents/guardians to sign. Teachers will contact parents/guardians if they see a slip in academic performance, students performing below their potential, or a skill that needs extra practice at school and/or home.

Report cards will be sent home at the end of each trimester and all students will have two student-led parent teacher conferences.

<b>Performance Level</b>	<b>Assessment Average</b>
<b>Exceeds Mastery</b>	<b>90-100%</b>
<b>Mastery</b>	<b>80-89%</b>
<b>Approaching Mastery</b>	<b>70-79%</b>
<b>Below Mastery</b>	<b>0-69%</b>

## **Grading and Report Cards**

The school year is divided into three grading periods (trimesters). The trimesters are long enough (approximately 12 weeks) to allow students multiple opportunities to demonstrate mastery of specific skills. At the end of each trimester, students will receive overall grades in each of the four subjects. The subjects that will be graded are English Language Arts (ELA), Math, Social Studies, and Science.

If a student's skills are below grade level, he or she will receive instruction using intervention materials. Academic interventions are focused on: identifying gaps in student's learning, setting high, standards-based goals for learning, and relentlessly working to help a student reach grade level proficiency. However, while a student is receiving intervention instruction, his or her grades will be based on the student's performance on grade level standards.

Parents/guardians are required to participate in two Student-led Parent/Teacher Conferences during each academic year. These conferences are focused on their child's trimester report card. During this meeting, parents/guardians will have the opportunity to learn about their child's academic progress through a student-led presentation of the report card and samples of student work, as well as receive ideas and instructional materials to assist their child at home. Parents/guardians and students will also problem-solve with the help of teachers to determine strategies to maximize the performance of their child.

## **Honor Roll Program**

The Honor Roll Program is intended to acknowledge student academic excellence. Specifically, it acknowledges individual high achievement in grade level standards and curricula, which in turn, encourages for each child to maximize their potential.

### **Honor Roll Requirements:**

1. **Academics:** Students must meet mastery at grade-level standards per trimester.
2. **Attendance:** Students must have 95% full day attendance per trimester (3 tardies = 1 absence **and** no more than 3 unexcused early pickups)
3. **Leadership:** Students must have acceptable behavior, no low and/or high-level referrals, and no suspensions/expulsions.

## **Academic Ethics**

Students are responsible for meeting a high ethical standard in their academic work. Academic misconduct occurs when a student or parent misrepresents a student's work as her/his own or otherwise behaves so as to unfairly advantage her/himself or another student academically. Any member of the Savant Prep community who believes that a student has engaged in misconduct of academic work should promptly report the possible misconduct to the teacher or administration.

## **Grade Change Request Process**

Under Education Code Section 49066, parents have a right to request a change of a pupil's grade on the following grounds:

- Mistake
- Fraud
- Bad faith; and/or
- Incompetency in assigning the grade

When grades are earned for any course of instruction taught at Savant Prep, the grade earned by each pupil shall be the grade determined by the teacher of the course. In the absence of any of the grounds listed above, the grade shall be final. Any request for a grade change must start with the classroom teacher within 5 days of the date final grades are posted. The next step, if not resolved with the teacher, is a written request to the principal. At each step, the parent has the right to present information in support of the request.

## **Promotion to the Next Grade**

To be promoted to the next grade level, students must be at (or demonstrate significant progress toward) the Proficient level (70%) or above in Academics. It is at the Charter's discretion to make the determination.

Students will have ample opportunities to reach proficiency through extended day learning, individualized tutoring, and strategic intervention periods throughout the school day.

Any student who has an Individualized Education Program (IEP) will be promoted to the next grade level based on successful completion of the goals in the IEP, and by the recommendation of the IEP team.

The Principal and teacher reserve the right to require that a student repeat a grade level for lack of academic progress, organization, and/or maturity, pursuant to Education Code 48070-48070.5.

### **California Healthy Kids Survey**

The Charter School will administer the California Healthy Kids Survey (“CHKS”) to students at grade five whose parent or guardian provides written permission. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

### **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 their child from any or all parts of the CAASPP shall be granted. Upon request, parents have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

### **Surveys About Personal Beliefs**

Unless the student’s parent/guardian gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student’s, or the student’s parents’ or guardians’ personal beliefs or practices in sex, family life, morality, or religion.

## **Teacher Qualification Information**

As the Charter School receives Title I federal funds through the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”), all parents/guardians of students attending the Charter School may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

1. Whether the student’s teacher:
  - a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
  - b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
  - c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the Principal at 909-677-0213 to obtain this information.

# Special Populations

## **Special Education /Students with Disabilities**

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (Section 504), the Americans with Disabilities Act (ADA) and the Individuals with Disabilities in Education Improvement Act (IDEA). The Charter School shall be categorized as a public school of the District in accordance with Education Code section 47641(b). The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

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 Jeannette Balcazar, Director of Curriculum and Instruction, 909-677-0213.

### **Referral**

Referrals and/or requests for an evaluation for possible Special Education programming are made through the Student Success Team to the school's Education Specialist. Referral may also be made by parents and outside agencies directly to the Student Success Team. Parents must be notified in writing when a referral for evaluation is made and written parental permission must be obtained before an evaluation is conducted.

### **Evaluation**

Evaluation, in accordance with California regulation for Special Education, must be conducted by a state certified psychologist. Evaluation of progress towards academic goals is conducted annually and triennial reevaluations by the IEP team are completed every three (3) years on each student continuing in Special Education programs. An Individualized Educational Program Team, which includes parents, the general

education teacher, Education Specialist, School Psychologist on initial and triennial evaluations will determine if a student is eligible to receive services.

#### **Section 504**

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

#### **Education of Foster and Mobile Youth (only annual notice – not a complete policy)**

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

- “Foster youth” means any of the following:
  - a. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code (“WIC”) section 309.
  - b. A child who is the subject of a petition filed pursuant WIC section 300 or 602, whether or not the child has been removed from the child’s home by juvenile court).
  - c. 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.
  - d. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
    - The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
    - 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.





months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. 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 student 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 Principal or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Jeannette Balcazar  
Chief Financial Officer  
24424 Monterey Ave.,  
San Bernardino, CA. 92410

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 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 pupil 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 pupils, 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 re enrollment 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 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.

**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 five (5) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be

shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

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.

**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 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 main 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 foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

**Education of Homeless Children and Youth (only annual notice – not a complete policy)**

The term “homeless 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 homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

**School Liaison:** The Principal or designee designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Jeannette Balcazar  
Chief Financial Officer  
24424 Monterey Ave.,  
San Bernardino, CA. 92410

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

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

3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, 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 homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students 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 homeless 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 a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in 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 homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

**School Stability:** The Charter School will work with homeless 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 a homeless 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.

Homeless students have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a homeless 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 homeless 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).



Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless 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 homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder, Indian custodian<sup>6</sup> in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless 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.

**Acceptance of Course Work:** The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

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

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<sup>6</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*

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 main office.

**Availability of Complete Policy:** For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main 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 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.

## **Student Health & Safety**

### **Diabetes**

The Charter School will provide an information sheet 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 sheet 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 sheet regarding type 1 diabetes is available at: <https://www.cde.ca.gov/ls/he/hn/type1diabetes.asp> . Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

### **Prescription Medication**

In the instance where medication must be administered during school hours, an Authorization to Administer Medication form must be completed and submitted to the main office.

For safety reasons, parents must bring all medication to the school office where it is to be stored. Medications must be in a pharmacy-labeled container that includes the

child's name, medication, dosage, the prescriber's name and directions for administration.

New Authorization to Administer Medication forms must be completed with any changes in medication, dosage or time to be given. The parent agrees to pick up expired or unused medication within one week of notification and/or prior to the end of the school year or it will be destroyed.

### **Immunizations**

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records are required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. The immunization status of all students will be reviewed periodically. Those students who are not in compliance with the State requirements must be excluded from attendance until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

<b>Child's Grade</b>	<b>List of shots required to attend school</b>
<b>TK/K-12 Admission</b>	<p>Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses                      Polio - Four (4) doses                      Measles, Mumps, and Rubella (MMR) - Two (2) doses                      Hepatitis B (Hep B) - Three (3) doses                      Varicella (chickenpox) - Two (2) doses</p> <p><b>NOTE:</b> Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7<sup>th</sup>-12<sup>th</sup> grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.</p>
<b>Entering 7<sup>th</sup> Grade</b>	<p>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose                      Varicella (chickenpox) - Two (2) doses</p> <p><b>NOTE:</b> In order to begin 7<sup>th</sup> grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet the requirements listed for grades K-12 as well as requirements for 7<sup>th</sup> grade advancement (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis). At least one dose of pertussis-containing vaccine is required on or after the 7<sup>th</sup> birthday.</p>

## **Mental Health Services**

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

### **Available on Campus:**

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached at 909-677-0213. 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 herein, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact Jeannette Balcazar at 909-677-0213 to request an evaluation.
- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact a Jea Reese at 909-677-0213.

### **Available Nationally:**

- National Suicide Prevention Hotline – This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.

- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

### **Oral Health Assessment**

Students enrolled in 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 have an oral health assessment completed by a dental professional. Please contact the main office if you have questions about this requirement.

### **Physical Examinations and Right to Refuse**

All students must complete a health screening examination on or before the 90th day after the student's entrance into first grade or such students must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to students enrolled in kindergarten. If your child's medical status changes, please provide the teacher with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

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

## **Pregnant and Parenting Students**

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

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and re enrollment in courses.

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

Eva Tillman  
Chief Executive Officer  
24424 Monterey Ave.,  
San Bernardino, CA. 92410

A copy of the UCP is available upon request at the main 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 Principal.

## **School Bus and Passenger Safety**

All students who are transported in a school bus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety. A copy of the complete Policy is available upon request at the main office.



### **School Safety Plan and Asbestos Management Plan**

The Charter School has established a Comprehensive School Safety Plan. The Plan is available upon request at the main office.

The Charter School has also established an Asbestos Management Plan. The Plan is available upon request at the main office.

### **Campus Search and Seizure**

The Charter School recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, Charter School has adopted a Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

Student lockers, including P.E. lockers are school property and remain at all times under the control of the Charter School. Students shall assume full responsibility for the security of their lockers. Student lockers may not be used to store illegal, unauthorized, or contraband materials. The acceptance and use of locker facilities on school campuses by any student shall constitute consent by the student to the search of such locker facilities by authorized school personnel and/or law enforcement. Inspections of lockers may be conducted by school personnel and/or law enforcement through the use of trained dogs.

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by school officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the

electronic device. If the Charter School has a good faith belief that the device is lost, stolen, or abandoned, the Charter School may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.

The Charter School is not prohibited from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of Charter School rules or regulations.

### **Cancer Prevention Act**

Students in the state are advised to adhere to current immunization guidelines, as recommended by the Advisory Committee on Immunization Practices (ACIP) of the federal Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics, and the American Academy of Family Physicians, regarding full human papillomavirus (HPV) immunization before admission or advancement to the eighth grade level of any private or public elementary or secondary school.

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 8th grade. Kids who wait until later to get their first dose of HPV vaccine may need three doses.

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.

### **Safe Storage of Firearms**

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

To help everyone understand their legal responsibilities, this notice spells out California law regarding the storage of firearms. Please take some time to review this 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.
  - 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.
- 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.
- 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.

The 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.

### **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.

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](#).

**Accountability Agreement 2024-2025**  
**Savant Preparatory Academy of Business**

**Teacher's Accountability:**

- We will arrive at SPAB every day on time and remain throughout the instructional day.
- We will always teach in the best way we know how and do whatever it takes for our students to learn.
- We will hold high expectations for all students, parents, and each other; embrace diversity, creating a safe space for all of our students to learn; and help students, staff, faculty, parents, community members, and visitors feel welcome.
- We will look for creative solutions to problems and communicate regularly with parents by providing them with updates.
- We are committed to our own professional growth and constant learning. We will give each other feedback regularly and seek out professional development opportunities.
- We will make ourselves available to the questions, concerns, or suggestions of our parents through scheduled meetings and phone calls.
- We will always protect the safety, interests, and the rights of all individuals in the classroom.

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

**Parent's/Guardian's Accountability:**

- We will make sure our child arrives at SPAB every day on time. We will ensure our family abides by the terms of the Attendance Policy and all other school policies.
- We will partner with the teachers and staff of SPAB to help our child excel academically and behaviorally.
- We will review our child's homework every night, sign his/her agenda, let him/her call a classmate if there is a question and problem with the homework, and work with him/her regularly.
- We will always make ourselves available to our children and the school and address their concerns. We will meet regularly with teachers to discuss our child's progress.
- We will make sure our child follows the SPAB dress code.
- We will always act professionally when speaking with all people in our school community.
- We will help our child prepare for high school, college, and life by supporting him/her and encouraging him/her to adhere to his/her commitment to excellence.
- We will embody the values of High Expectations, Scholarship, Accountability, Teamwork, and Citizenship. We are responsible for our children's and our own behavior.

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

**Student's Accountability:**

- I will arrive at SPAB on time daily and remain throughout the instructional day.
- I will come to school prepared to learn. I will give my 100% every day.
- I will always work, think, and behave in the best way I know, and I will do whatever it takes for my teammates and me to learn. I will be the best student and person I can be every day.
- I will complete my homework every night, ask my teacher if I have a problem with the homework the following day or with coming to school, and raise my hand and ask questions in class if I do not understand something.
- I will demonstrate the values of High Expectations, Scholarship, Accountability, Teamwork, and Citizenship.
- I will follow my teacher's directions and school rules. If I make a mistake, I will use reflection to make a better choice the next time.
- I am responsible for my behavior and will accept responsibility for my actions.

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

\_\_\_\_\_  
Date

**STUDENT-PARENT HANDBOOK ACKNOWLEDGEMENT OF RECEIPT**  
**Savant Preparatory Academy of Business**

Student's Name: \_\_\_\_\_

Grade Level: \_\_\_\_\_

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

Teacher's Name: \_\_\_\_\_

This Student-Parent Handbook has been prepared to provide information and help you understand the school's policies, philosophies, practices, and rules. PLEASE READ IT CAREFULLY. Upon reviewing this handbook, please sign the statement below and return it to your child's teacher by the due date below.

I have received and read a copy of the Student-Parent Handbook that outlines the school's goals, policies, rules, and expectations.

I have familiarized myself with the contents of this handbook. By my signature below, I acknowledge, understand, accept, and agree to comply with the information contained in the Student-Parent Handbook provided to me.

I understand this handbook does not cover every situation that may arise during my or my child's enrollment but is simply a general guide to the goals, policies, practices, benefits, and expectations.

I also understand that this handbook is subject to revision by the administration without prior notice and at its sole discretion. However, I may expect to receive a copy of all such revisions promptly. I also understand that this handbook supersedes all prior versions of a student-parent handbook that may have been issued.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date