

# **EDISON-BETHUNE CHARTER ACADEMY**

## **Board Policies**



# TABLE OF CONTENTS

<b>BOARD POLICIES .....</b>	
BP-1 Classroom and School Volunteer, Visitation, and Removal Policy.....	1
BP-2 Education for Foster and Mobile Youth Policy .....	2
BP-3 Education for Homeless Children and Youth Policy.....	3
BP-4 School Sponsored Field Trips & Cultural and Youth Policy .....	4
BP-5 Uniform Complaint Policy .....	5
BP-6 Title IX, Harassment, Discrimination, Intimidation, Bullying Policy .	6
BP-7 Education Records (FERPA) Policy .....	7
BP-8 General Complaints Policy .....	8
BP-9 Immunization Policy .....	9
BP-10 Administration of Medication Policy.....	10
BP-11 Classroom Based Attendance Policy.....	11
BP-12 EBCA Field Trip Permission and Waiver Form .....	12
BP-13 Independent Study Policy.....	13
BP-14 Edison Bethune IS Master Agreement .....	14

## EDISON-BETHUNE CHARTER ACADEMY

### **CLASSROOM AND SCHOOL VOLUNTEER, VISITATION, AND REMOVAL POLICY**

While Edison Bethune Charter Academy (“EBCA” or the “Charter School”) encourages parents/guardians and interested members of the community to visit the Charter School and view the educational program, EBCA 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 EBCA Board of Directors has established the following procedures, to facilitate volunteering and visitations during regular school days:

#### **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 EBCA a certificate showing a recent (within 2 years) tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the EBCA Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with pupils.
3. Volunteering must be arranged with the classroom teacher and Executive Director/Principal or designee in advance.
4. 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.

5. 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.
6. 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.
7. 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.
8. This Policy does not authorize EBCA 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.

### **Visitation**

1. Visits during school hours should first be arranged with the teacher and Executive Director/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 Executive Director/Principal or designee.
2. All visitors (including volunteers) shall register in the Visitors Log Book and complete a Visitor’s Permit in the main office immediately upon entering any school building or grounds when during regular school hours. When registering, the visitor is required to provide his/her name, address, age (if under 21), his/her purpose for entering school grounds, and proof of identity.
3. 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. EBCA 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 EBCA, consistent with the law. The EBCA Board of Directors and Bureau of Children’s Justice in the California Department of Justice, at [BCJ@doj.ca.gov](mailto:BCJ@doj.ca.gov), 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.

4. For purposes of school safety and security, the Executive Director/Principal or designee may design a visible means of identification for visitors while on school premises.
5. Except for unusual circumstances, approved by the Executive Director/ Principal, EBCA visits should not exceed approximately sixty (60) minutes.
6. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant 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 Executive Director/ Principal's written permission.
7. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Log Book in the main office.
8. The Executive Director/ 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.
9. The Executive Director/ Principal or designee may withdraw consent to be on campus 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 EBCA's orderly operation. If consent is withdrawn by someone other than the Executive Director/ Principal, the Executive Director/ Principal may reinstate consent for the visitor if the Executive Director/ Principal believes that the person's presence will not constitute a disruption or substantial and material threat to EBCA's orderly operation. Consent can be withdrawn for up to fourteen (14) days.
10. The Executive Director/ 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 Executive Director/ Principal or designee shall inform the visitor that if he/she reenters the school without following the posted requirements he/she will be guilty of a misdemeanor.
11. Any visitor who is denied registration or has his/her registration revoked may request a conference with the Executive Director/ Principal. The request shall be in writing, shall state why the denial or revocation was improper, shall give the address to which notice of conference is to be sent, and shall be delivered to the Executive Director/ Principal with fourteen (14) days of the denial or revocation of consent. The Executive Director/Principal shall promptly mail a written notice of the date, time, and place of the conference to the person who requested the conference. A conference with the Executive Director/Principal shall be held within seven (7) days after the Executive Director/Principal receives the request. If no resolution can be agreed upon, the Executive Director shall forward notice of the

complaint to the EBCA Board of Directors. The EBCA Board of Directors shall address the Complaint at the next regular Board meeting and make a final determination.

12. At each entrance to the campus, signs shall be posted specifying the hours during which registration is required, stating where the office of the Executive Director/Principal or designee is located, and what route to take to that office, and setting forth the penalties for violation of this Policy.
13. The Executive Director/Principal or designee shall seek the assistance of the police in managing or reporting any visitor in 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, he/she will be guilty of a crime as specified, 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, disruption by a parent, guardian or other person at a school or school sponsored activity 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 EBCA's pursuit of a restraining order against a visitor, which would prohibit him/her from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

## **EDISON-BETHUNE CHARTER ACADEMY**

### **EDUCATION FOR FOSTER AND MOBILE YOUTH POLICY**

#### **Introduction**

The Governing Board of Edison Bethune Charter Academy (“EBCA” or the “Charter School”) recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School’s educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in the Charter School’s local control and accountability plan (“LCAP”).

#### **Definitions**

- “*Foster youth*” means a child who has been removed from his/her home pursuant to California Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
- “*Former juvenile court school pupil*” means a pupil who, upon completion of the pupil’s second year of high school, transfers from a juvenile court school to the Charter School.
- “*Child of a military family*” refers to a student who resides in the household of an active duty military member.
- “*Currently Migratory Child*” refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services. “Currently Migratory Child” includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
- “*Pupil participating in a newcomer program*” means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.
- “*Educational Rights Holder*” (“ERH”) means a parent, guardian, responsible adult appointed by a court to make educational decisions for a minor pursuant to Welfare and Institutions Code sections 319, 361 or 726, or a person holding the right to make educational decisions for the pupil pursuant to Education Code section 56055.
- “*School of origin*” means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if

there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin.

- “*Best interests*” means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth’s access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

### **Foster and Mobile Youth Liaison**

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to the Charter School, the Governing Board shall designate a Foster and Mobile Youth liaison. The Governing Board designates the following position as the Charter School’s liaison for Foster and Mobile Youth:

Marty Solis – Truancy Mediation Liaison  
Edison Bethune Charter Academy  
1616 S. Fruit Street  
Fresno, CA 93706  
(559) 457-2530

The Foster and Mobile Youth Liaison shall be responsible for the following:

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

When a foster youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student within two (2) business days to obtain all academic and other records. The last school attended by the foster youth shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the school last attended. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student’s records to the new school within two (2) business days of receiving the new school’s request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the Charter School.

3. When required by law, notify the foster youth’s attorney and the appropriate representative of the county child welfare agency at least ten (10) calendar days preceding the date of the following:
  - a. An expulsion hearing for a discretionary act under the Charter School’s charter.
  - b. Any meeting to extend a suspension until an expulsion decision is rendered if the



decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster youth's attorney and the agency representative will be invited to participate.

- c. A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's attorney and the agency representative will be invited to participate.
4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
5. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services.
6. Develop protocols and procedures for creating awareness for Charter School staff, including but not limited to Executive Director/Principal, Curriculum & Instruction Director, Certificated Teachers, and classified staff, of the requirements for the proper enrollment, placement, and transfer of foster youth.
7. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster youth.
8. Monitor the educational progress of foster youth and provide reports to the Executive Director/Principal or designee and the Governing Board based on indicators identified in the Charter School's local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to Welfare and Institutions Code sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

### **School Stability and Enrollment**

The Charter School will work with foster youth and their ERH to ensure that each foster youth is placed in the least restrictive educational programs and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils, including, but not limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth and children of military families have the right to remain in their school of origin if it

is their best interest. The Charter School will immediately enroll a foster youth or child of a military family seeking reenrollment in the Charter School as his/her 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).

A foster youth or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) even if he/she has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation or school uniform requirements (e.g. producing medical records or academic records from a previous school).

At the initial detention or placement, or any subsequent change in placement, a foster youth may continue in his/her school of origin for the duration of the court's jurisdiction. A child of a military family may continue in his/her school of origin as long as the student meets the definition of a child of a military family as described above. Foster youth and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a child of a military family, as follows:

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

If the foster youth or child of a military family is transitioning between school grade levels, he/she shall be allowed to continue in the district of origin in the same attendance area to provide him/her the benefit of matriculating with his/her peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and he/she be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from his/her school of origin, the Foster and Mobile Youth Liaison shall provide the foster youth and the foster youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.

If any dispute arises regarding a foster youth's request to remain in the Charter School as the foster youth's school of origin, the foster youth has the right to remain in the Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

### **Transportation**

The Charter School shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, the Charter School shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the youth.

For any student who has an individualized education program (“IEP”), the student’s IEP team will determine if the student requires special education transportation as a related service regardless of the student’s status as a foster youth or child of a military family.

### **Effect of Absences on Grades**

The grades of a foster youth shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

- a. A decision by a court or placement agency to change the student’s placement, in which case the student’s grades shall be calculated as of the date he/she left school.
- b. A verified court appearance or related court-ordered activity.

### **Transfer of Coursework and Credits**

The Charter School shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school\*\*, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the pupil did not complete the entire course and shall issue that pupil full or partial credit for the coursework completed.

If the Foster and Mobile Youth did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that he/she completed at another school unless the Charter School, in consultation with the student’s ERH, finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course.

In no event shall the Charter School prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

### **Eligibility for Extracurricular Activities**

A pupil who is in foster care whose residence changes pursuant to a court order or decision of a

child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

### **Waiver of Fees for Afterschool Programs**

The Charter School shall not charge any student who the Charter School knows is currently in foster care any family fees associated with an After School Education and Safety (“ASES”) Program operated by the Charter School.

### **Student Records**

When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new LEA, the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the pupil, 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 pupil’s special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

In accordance with the Charter School’s Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

### **Complaints of Noncompliance**

Complaints of noncompliance with this Policy shall be governed by the Charter School’s Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

\*\* For purposes of coursework completed by a student who is a child of a military family, “public school” includes schools operated by the United States Department of Defense.

## **EDISON-BETHUNE CHARTER ACADEMY**

### **EDUCATION FOR HOMELESS CHILDREN AND YOUTH POLICY**

The Edison Bethune Charter Academy (“EBCA” or the “School”) Governing Board desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging State academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

#### **Definition of Homeless Children and Youth**

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who lack a fixed, regular, and adequate nighttime residence and (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 School Liaison.

#### **School Liaison**

The Executive Director/Principal designates the following staff person as the School Liaison for homeless students (42 U.S.C. §§11432(g)(1)(J)(ii) & (e)(3)(C)(i)(IV)):

Marty Solis – Truancy Mediation Liaison  
Edison Bethune Charter Academy  
1616 S. Fruit Street  
Fresno, CA 93706  
(559) 457-2530

The School Liaison shall ensure that the following requirements are fulfilled by the School (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies.
2. Homeless students enroll in and have a full and equal opportunity to succeed at EBCA.
3. Homeless students and families receive educational services for which they are eligible, including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act (“IDEA”); any other preschool programs administered by EBCA, if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, EBCA charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. School personnel providing services receive professional development and other support.
9. The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

### **Enrollment**

EBCA shall immediately admit/enroll the student (subject to EBCA’s capacity and pursuant to the procedures stated in the EBCA charter and Board policy), even if the student lacks records

normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Executive Director/Principal or designee shall refer the parent/guardian to the School Liaison. The School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

### **Enrollment Disputes**

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to School's capacity and pursuant to the procedures stated in the School charter and Board policy), pending final resolution of the dispute, including all available appeals. (42 U.S.C. § 11432(g)(3)(E).)

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. He/she shall also be referred to the School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

### **Comparable Services**

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

- Transportation services
- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in vocational and technical education
- Programs for gifted and talented students
- School nutrition programs

### **Transportation**

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

If the EBCA does not otherwise provide transportation services to all EBCA students, EBCA shall ensure that transportation is provided for homeless students to and from EBCA, at the request of the parent or guardian (or School Liaison). (42 U.S.C. § 11432(g)(1)(J).)

### **Professional Development**

All administrators, teachers and employees of EBCA will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. (42 U.S.C. § 11433(d)(3).) All identified or suspected homeless children and youth will be referred to the School Liaison.

### **Notice**

For any homeless student who seeks enrollment at the School, written notice will be provided to the parent/guardian at the time of enrollment and while the student is enrolled at the School in alignment with the law. (42 U.S.C. § 11432(e)(3)(C).)

The notice shall be signed by the parent or guardian (or, in the case of an unaccompanied youth, the youth) and notifies them of their rights pursuant to this policy. Specifically, the notice shall state that no homeless child or youth is required to attend a separate school for homeless children or youths; that homeless children and youths shall be provided comparable services as described above, including transportation services, educational services, and meals through school meals programs; and that homeless children and youths should not be stigmatized by School personnel; and provides contact information for the School Liaison and the State Coordinator for Education of Homeless Children and Youths.



## EDISON-BETHUNE CHARTER ACADEMY

### **SCHOOL SPONSORED FIELD TRIPS & CULTURAL EXCURSIONS POLICY**

The Board of Directors of Edison-Bethune Charter Academy (“EBCA” or the “Charter School”) recognizes and supports the concept of connecting our students with the broader community, both locally and globally, by providing field trips, cultural and art experiences, community service opportunities, and environmental education to fulfill the Charter School’s mission and philosophy. These activities help to promote tolerance, understanding, and acceptance of others, and enrich the educational experiences of the students, as well as meet the Charter School’s goal of creating passionate life-long learners.

The safety and security of our students is a primary priority when planning or participating in field trips or excursions. These activities will be carried out in an appropriate manner to maximize and ensure student safety and to minimize the Charter School’s legal liability and financial cost.

#### **Definition**

A field trip or excursion is defined as students leaving Charter School grounds to participate in school sponsored educational opportunities in connection with the Charter School’s course of study or school related social, educational, cultural, athletic, school band or other extracurricular or cocurricular activities.

#### **Selection of Field Trips and Excursions**

The teaching team will continue to research and provide enriching learning opportunities to share with their students both within the classroom and out in the broader community. The Executive Director/Principal shall have the authority to approve all in-state day (non-overnight) field trips and excursions. Requests for out of state, out of country or overnight travel shall be brought before the Board of Directors for approval. The Executive Director/ Principal will initially receive all such requests and make a recommendation to the Board of Directors as to whether the request should be approved.

The Executive Director/ Principal will ensure that the following items will be adhered to for all Charter School field trips and excursions:

- 1.) The proposed field trip or excursion relates to the Charter School’s educational objectives
- 2.) The correct ratio of adult to students is met for supervision of the activity
- 3.) A means of transportation to and from the activity is provided
- 4.) Adequate restroom facilities, food and water will be available during the activity

The Executive Director/ Principal shall not approve any activity that he/she considers to be inherently dangerous to students.

#### **Permission Slips**

Before a student can participate in a school-sponsored trip, the teacher shall obtain parent/guardian permission for the trip. Whenever a trip involves water activities, the parent/guardian shall provide specific permission for his/her child to participate in the water activities. The Charter School shall provide an alternative educational experience for students whose parents/guardians do not wish them to participate in a trip.

All persons making the field trip or excursion shall be deemed to have waived all claims against the Charter School or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents/guardians of students taking out-of-state field trips or excursions shall sign a statement waiving such claims.

Items that will be included on the permission slip are:

- 1.) An emergency phone number for the student
- 2.) Any medications the student is required to take with the time and dosage required
- 3.) Any medications the student is allergic to
- 4.) Any other medical information necessary to ensure the student's safety
- 5.) Waiver as described above

A copy of a completed and signed permission slip will be kept on the Charter School site and one copy will be given to the teacher or teachers to take on the field trip or excursion.

### **Voluntary Participation**

The Charter School will provide alternative educational activities to those students who choose not to attend a specific field trip or excursion. Parents/guardians will have advance notice of any upcoming field trip or excursion and have the option to withdraw their permission for their child to attend that field trip or excursion.

### **Disciplinary Rules**

Students are under the jurisdiction of the Charter School Board at all times during the field trip or excursion and all Charter School disciplinary policies continue to be enforced during field trips and excursions. Charter School disciplinary policies are to be adhered to at all times. (e.g. Horseplay, practical jokes, harassment, taunting, rough play, aggressive or violent behavior, profanity, viewing of pornographic material, and use of alcohol and/or controlled substances during the field trip or excursion are strictly prohibited.)

Except as otherwise required by law, a student may be excluded from the trip if their presence poses a safety or disciplinary risk.

### **Defraying Expenses of Field Trips and Excursions**

The Charter School may charge a fee for field trips and excursions pursuant to section 35330 of the Education Code. However, the Charter School will endeavor to keep the costs of any field trips

affordable for all students' families. In no event will a student be prevented from participating in the field trip or excursion due to lack of sufficient funds. In accordance with Education Code section 35330(b), the Charter School will coordinate the efforts of community service groups to supply funds for students in need.

### **Supervision of Field Trips and Excursions**

The teacher who coordinated the field trip will be present to supervise the field trip or excursion, except in unusual circumstances when a replacement teacher is assigned because of an unexpected unavailability. The Executive Director/ Principal will be designated as the emergency contact for the group on the field trip or excursion. Any injuries or unusual incidents occurring during the field trip or excursion will be documented in writing by the coordinating teacher and given to the Charter School's Executive Director/ Principal.

The Executive Director/ Principal shall ensure that the field trips and excursions have an adequate number of adults attending to safely supervise the student attending the field trip or excursion.

A first aid kit shall be in the possession of or immediately available to a teacher, employee, or agent of the school during the student field trip or excursion. Whenever trips are conducted in areas known to be infested with poisonous snakes, the first aid kit taken on the trip shall contain medically accepted snakebite remedies. In addition, a teacher, employee, or agent of the school who has completed a first aid course which is certified by the American Red Cross and which emphasizes the treatment of snakebites shall participate in the trip.

Charter School employees or volunteers shall not consume alcohol or use controlled substances (except for medications taken under a physician's orders) while accompanying and supervising students on a field trip or excursion.

### **Accident Insurance**

The Charter School provides student accident insurance which covers medical expenses arising from student injuries on campus or while participating in a Charter School-sponsored off campus activity. The family's health insurance is primary, but if there is no health insurance, the Charter School's Student Accident Insurance becomes primary. Information and applications for student accident insurance are available from the Executive Director/ Principal. The cost incurred by the Charter School shall be covered by the pupil or his or her parent or guardian.

### **Parent or Guardian Participation in Field Trips and Excursions**

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

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

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

### **Non-School-Sponsored Field Trips/Excursions**

A non-school-sponsored field trip/excursion is defined as one that is organized and promoted by an outside organization whether or not it is of an educational value or is somehow connected to a particular course of study. This includes trips that are organized by organizations that may be affiliated with the Charter School (i.e. parent organizations, cultural groups, etc.):

- 1) Students who miss school will receive an unexcused absence
- 2) Teachers are not responsible for creating school work ahead of time
- 3) Students must make up missed academic work
- 4) The Charter School has no responsibility to provide travel
- 5) Any employee of the Charter School who attends a non-sponsored field trip/excursion does so voluntarily and is not acting as an employee of the Charter School
- 6) If a non-sponsored field trip/excursion is promoted on Charter School property, all materials must clearly state that this is a non-sponsored school field trip/activity
- 7) No insurance coverage will be provided by the Charter School
- 8) The Charter School assumes no legal or financial responsibility for non-sanctioned field trips

# **EDISON BETHUNE CHARTER ACADEMY**

## **UNIFORM COMPLAINT POLICY AND PROCEDURES**

Edison Bethune Charter Academy (“EBCA” or the “Charter School”) complies with applicable federal and state laws and regulations. EBCA is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

### **Scope**

This complaint procedure is adopted to provide a uniform system of complaint processing (“UCP”) for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any EBCA program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Adult Education;
  - Career Technical and Technical Education;
  - Career Technical and Technical Training;
  - Child Care and Development Programs;
  - Consolidated Categorical Aid;
  - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
  - Every Student Succeeds Act;
  - Migrant Education Programs;
  - Regional Occupational Centers and Programs; and/or
  - School Safety Plans.
3. Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
  - a. “Educational activity” means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

- b. “Pupil fee” means a fee, deposit or other charge imposed on students, or a student’s parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families’ ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
  - i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
  - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
  - iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint and complaints regarding local control and accountability plans (“LCAP”) only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
- d. If EBCA finds merit in a pupil fees complaint EBCA, or the California Department of Education (“CDE”) finds merit in an appeal, EBCA shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by EBCA to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.
- e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or EBCA and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula (“LCFF”) or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If EBCA adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 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.

EBCA acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. EBCA cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, EBCA will attempt to do so as appropriate. EBCA may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Executive Director/Principal or designee on a case-by-case basis. EBCA shall ensure that complainants are protected from retaliation.

### Compliance Officer

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

Rodolfo Garcia  
Edison Bethune Charter Academy  
Executive Director/Principal  
1616 S. Fruit Street. Fresno, CA 93706  
Telephone Number: (559) 457-2530

The Executive Director/Principal or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the Executive Director/Principal or designee.

Should a complaint be filed against the Executive Director/Principal, the compliance officer for that case shall be the President of the EBCA Board of Directors.

### Notifications

The Executive Director/Principal or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on EBCA's website.

EBCA shall annually provide written notification of EBCA's UCP to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

The annual notice shall be in English. When necessary under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in EBCA speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that EBCA is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that EBCA is operating pursuant to Title 22 licensing requirements.
3. A statement that EBCA is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
7. A statement that the complainant has a right to appeal EBCA's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of EBCA's decision, except if EBCA has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals EBCA's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
9. A statement that if EBCA finds merit in a UCP complaint, or the CDE finds merit in an appeal, EBCA shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.
11. A statement that copies of EBCA's UCP shall be available free of charge.

#### Procedures



The following procedures shall be used to address all complaints which allege that EBCA has violated federal or state laws or regulations enumerated in the section “Scope,” above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

- **Step 1: Filing of Complaint**

Any individual, including a person’s duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the Executive Director/Principal or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the Executive Director/Principal or designee shall be made in writing. The period for filing may be extended by the Executive Director/Principal or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The Executive Director shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the EBCA Board of Directors approved the LCAP or the annual update was adopted by EBCA.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp. A pupil fees complaint may be filed with the Executive Director/Principal or the compliance officer.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, EBCA staff shall assist the complainant in the filing of the complaint.

- **Step 2: Mediation**

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend EBCA's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

- **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or a complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

EBCA's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

- **Step 4: Final Written Decision**

EBCA shall issue an investigation report (the "Decision") based on the evidence. EBCA's Decision shall be in writing and sent to the complainant within sixty (60) calendar days of EBCA's receipt unless the timeframe is extended with the written agreement of the complainant. EBCA's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.

2. The conclusion providing a clear determination for each allegation as to whether EBCA is in compliance with the relevant law.
3. Corrective actions, if EBCA finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal EBCA's Decision within thirty (30) calendar days to the CDE, except when EBCA has used its UCP to address complaints that are not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of EBCA's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

#### Appeals to the CDE

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with EBCA and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

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

Upon notification by the CDE that the complainant has appealed the Decision, the Executive Director/Principal or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.

5. A copy of EBCA’s complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to EBCA for resolution as a new complaint. If the CDE notifies EBCA that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, EBCA will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE’s notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE’s appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction (“SSPI”) or the SSPI’s designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE’s appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI’s response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by EBCA when one of the conditions listed in 5 C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, EBCA has not taken action within sixty (60) calendar days of the date the complaint was filed with EBCA.

### Civil Law Remedies

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

# EDISON BETHUNE CHARTER ACADEMY

## UNIFORM COMPLAINT PROCEDURE FORM

Last Name: \_\_\_\_\_ First Name/MI: \_\_\_\_\_  
Student Name (if applicable): \_\_\_\_\_ Grade: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Street Address/Apt. #: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
School/Office of Alleged Violation: \_\_\_\_\_

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

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Adult Education  | <input type="checkbox"/> 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 | <input type="checkbox"/> Regional Occupational Centers and Programs |
| <input type="checkbox"/> Career Technical and Technical Education/Career Technical and Technical Training | <input type="checkbox"/> Every Student Succeeds Act  | <input type="checkbox"/> School Plans for School Achievement        |
| <input type="checkbox"/> Child Care and Development   | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan  | <input type="checkbox"/> School Safety Plan                         |
| <input type="checkbox"/> Consolidated Categorical Aid Programs  | <input type="checkbox"/> Migrant Education Programs  | <input type="checkbox"/> Pupil Fees                                 |
|   |  | <input type="checkbox"/> Pregnant, Parenting or Lactating Students  |

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

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

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

---

---

---

---

---

---

---

---

---

---

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

---

---

---

---

---

---

---

---

---

---

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

I have attached supporting documents.  Yes  No

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

Mail complaint and any relevant documents to the Compliance Officer:

Rodolfo Garcia  
Edison Bethune Charter Academy  
Executive Director/Principal  
1616 S. Fruit Street. Fresno, CA 93706  
Telephone Number: (559) 457-2530

## **EDISON BETHUNE CHARTER ACADEMY**

### **TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY**

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

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of disability, pregnancy, childbirth or related medical conditions, race or ethnicity, religion, religious affiliation, gender, gender identity, gender expression, nationality or ancestry, immigration and citizenship status, medical condition, marital status, age, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this Policy. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

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

Moreover, EBCA will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom EBCA does business, or any other individual, student, or volunteer. This Policy applies to all employees, students, or volunteer actions and relationships, regardless of position or gender. EBCA will promptly and thoroughly investigate any complaint of such misconduct prohibited by this Policy and take appropriate corrective action, if warranted.

#### **Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):**

Rodolfo Garcia  
Executive Director/Principal  
Edison Bethune Charter Academy  
1616 S. Fruit Street. Fresno, CA 93706  
Telephone Number: (559) 457-2530

## **Definitions**

### **Prohibited Unlawful Harassment**

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

### **Prohibited Unlawful Harassment under Title IX**

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

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

Sexual harassment consists of sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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



Sexual harassment may include, but is not limited to:

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

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

## **Prohibited Bullying**

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

1. Placing a reasonable pupil\* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable pupil to experience a substantial interference with his or her academic performance.

4. Causing a reasonable pupil to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by EBCA.

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

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

**Electronic act** means the creation and transmission originated on or off the 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:
  - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of “bullying,” above.
  - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
  - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
3. An act of “Cyber sexual bullying” including, but not limited to:
  - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

## **Bullying and Cyberbullying Prevention Procedures**

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

### **1. Cyberbullying Prevention Procedures**

EBCA advises students:

- a. To never share passwords, personal data, or private photos online.
- b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- d. To consider how it would feel receiving such comments before making comments about others online.

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

### **2. Education**

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

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

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

EBCA informs EBCA employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their

children understand and comply with this Policy.

### **3. Professional Development**

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

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

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

EBCA also informs certificated employees about the groups of students determined by EBCA, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

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

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

## **Grievance Procedures**

### **1. Reporting**

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

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

Rodolfo Garcia  
Edison Bethune Charter Academy  
Executive Director/Principal  
1616 S. Fruit Street. Fresno, CA 93706  
Telephone Number: (559) 457-2530

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

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

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director/Principal, 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.

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

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

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

## **2. Investigation**

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

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

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

### **3. Consequences**

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

### **4. Uniform Complaint Procedures**

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

### **5. Right of Appeal**

Should the reporting individual find the Coordinator’s resolution unsatisfactory, the reporting individual may follow the process in the General Complaints Policy found in the main office.

**EDISON BETHUNE CHARTER ACADEMY**

**TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING  
COMPLAINT FORM**

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

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; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

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

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

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

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

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

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

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

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

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

## **EDISON BETHUNE CHARTER ACADEMY**

### **EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

The Board of Directors of Edison Bethune Charter Academy (“EBCA”), a California nonprofit public benefit corporation operating public charter schools, adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by EBCA.

#### **I. DEFINITIONS**

##### **1. Education Record**

An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by EBCA or by a party acting for EBCA. Such information includes, but is not limited to:

- a. Date and place of birth; parent and/or guardian’s address, mother’s maiden name and where the parties may be contacted for emergency purposes;
- b. Grades, test scores, courses taken, academic specializations and school activities;
- c. Special education records;
- d. Disciplinary records;
- e. Medical and health records;
- f. Attendance records and records of past schools attended; and/or
- g. Personal information such as, but not limited to, a student’s name, the name of a student’s parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

- a. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
- b. Records maintained by a law enforcement unit of EBCA that were created by that law enforcement unit for the purpose of law enforcement;



- c. In the case of a person who is employed by EBCA but not in attendance at EBCA, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee and are not available for any other purpose;
- d. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at EBCA;
- e. Records that only contain information about an individual after he or she is no longer a student at EBCA or
- f. Grades on peer-graded papers before they are collected and recorded by a teacher.

## 2. Personally Identifiable Information

Personally identifiable information is information about a student that is contained in his or her education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). Personally identifiable information includes, but is not limited to: a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combinations, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who EBCA reasonably believes knows the identity of the student to whom the education record relates.

## 3. Directory Information

EBCA may disclose the personally identifiable information that it has designated as directory information, consistent with the terms of the annual notice provided by EBCA pursuant to the FERPA (20 U.S.C. § 1232g). EBCA has designated the following information as directory information:

- Student's name
- Student's address
- Parent/guardian's address

- Telephone listing
- Student's electronic mail address
- Parent/guardian's electronic mail address
- Photograph
- Date and place of birth
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

4. Parent

Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

5. Eligible Student

Eligible student means a student who has reached eighteen (18) years of age.

6. School Official

A school official is a person employed by EBCA as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of EBCA. A school official also may include a volunteer for EBCA or an independent contractor of EBCA or other party who performs an institutional service or function for which EBCA would otherwise use its own employees and who is under the direct control of EBCA with respect to the use and maintenance of personally identifiable information from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks.

7. Legitimate Educational Interest

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

## II. DISCLOSURE OF DIRECTORY INFORMATION

At the beginning of each school year, EBCA shall provide parents and eligible students with a notice containing the following information: 1) The type of personally identifiable information it designates as directory information; 2) The parent's or eligible student's right to require that EBCA not release "directory information" without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify EBCA in writing of the categories of "directory information" that it may not disclose without the parent's or eligible student's prior written consent. EBCA will continue to honor a valid request to opt out of the disclosure of a former student's directory information made while the former student was in attendance unless the student rescinds the opt out request.

## III. ANNUAL NOTIFICATION TO PARENTS AND ELIGIBLE STUDENTS

At the beginning of each school year, in addition to the notice required for directory information, EBCA shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student's education records;
2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
3. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by EBCA to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that EBCA not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that EBCA forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and

4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

#### IV. PARENTAL AND ELIGIBLE STUDENT RIGHTS RELATING TO EDUCATION RECORDS

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Executive Director/Principal. Within five (5) business days, EBCA shall comply with the request.

##### 1. Copies of Education Records

EBCA will provide copies of requested documents within five (5) business days of a written request for copies. EBCA may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former pupils' records or (2) up to two verifications of various records of former pupils. The charge will not include a fee to search for or to retrieve the education records.

##### 2. Request for Amendment to Education Records

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Executive Director/Principal to correct or remove any information in the student's education record that is any of the following:

- (1) Inaccurate.
- (2) Misleading.
- (3) In violation of the privacy rights of the student.

EBCA will respond within thirty (30) days of the receipt of the request to amend. EBCA's response will be in writing and if the request for amendment is denied, EBCA will set forth the reason for the denial and inform the parent or eligible student of his or her right to a hearing challenging the content of the education record.

If the Executive Director/Principal sustains any or all of the allegations, he or she must order the correction or the removal and destruction of the information. The Principal or designee must then inform the parent or eligible student of the amendment in writing.

##### 3. Hearing to Challenge Education Record

If EBCA denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial,

request in writing that he/she be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Executive Director/Principal or the Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the pupil's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- (1) The Executive Director/Principal of a public school other than the public school at which the record is on file;
- (2) A certificated employee; and
- (3) A parent appointed by the Executive Director/Principal or by the Board of Directors, depending upon who convenes the panel.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by EBCA to the parent or eligible student no later than twenty (20) days before the hearing.

The hearing will be conducted by the Executive Director/Principal or designee, who shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at his/her own expense, be assisted or represented by one or more individuals of his/her choice, including an attorney. The decision of the Executive Director/Principal or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, EBCA's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, EBCA decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, EBCA decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he/she disagrees with the decision of EBCA or both. If EBCA places a statement by the parent or eligible student in the education records of a student,

it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

#### V. DISCLOSURE OF EDUCATION RECORDS AND DIRECTORY INFORMATION

EBCA must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and EBCA shall provide him or her with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

EBCA will only disclose personally identifiable information on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. EBCA must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, EBCA will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that EBCA will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

EBCA will disclose education records, without prior written consent of the parent or eligible student, to the following parties:

1. 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, EBCA 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 pupil intends to enroll. EBCA will make a reasonable attempt to notify the parent or eligible student of the request for records at his/her last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, EBCA will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;

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 EBCA 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/or a caregiver (regardless of whether the caregiver has been appointed as the pupil's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by EBCA for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by EBCA 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 final results of the disciplinary proceedings conducted by EBCA with respect to that alleged crime or offense. EBCA may disclose the final results of the disciplinary proceeding, regardless of whether EBCA concluded a violation was committed.

## VI. RECORD KEEPING REQUIREMENTS

EBCA will maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who

have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of personally identifiable information to institutions that make disclosures of the information on behalf of EBCA in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of EBCA and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, EBCA officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of personally identifiable student information may be inspected by parents and eligible students, EBCA officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of EBCA.

Student cumulative records may not be removed from the premises of EBCA unless the individual removing the record has a legitimate educational interest, and is authorized by the Executive Director/Principal, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the EBCA premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.)

## VII. COMPLAINTS

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

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

## VIII. RECORD RETENTION

EBCA complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations sections 432 and 437, per the following:

Mandatory Permanent Pupil Records: must be maintained indefinitely. These records are defined as:



- Legal name of pupil
- Date of birth
- Method of verification of birth date
- Sex of pupil
- Place of birth
- Name and address of parent of minor pupil
  - (1) Address of minor pupil if different than above
  - (2) An annual verification of the name and address of the parent and the residence of the pupil
- Entering and leaving date of each school year and for any summer session or other extra session
- Subjects taken during each year, half year, summer session or quarter
- If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
- Verification of or exemption from required immunizations
- Date of high school graduation or equivalent

Mandatory Interim Pupil Records: must be maintained until their usefulness ceases and may be destroyed after three (3) years following the pupil's completion or withdrawal from school. These records are defined as:

- A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible pupil, or a dependent adult pupil, or an adult pupil, or the custodian of records.
- Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
- Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
- Language training records
- Progress slips and/or notices
- Parental restrictions regarding access to directory information or related stipulations.

- Parental or adult pupil rejoinders to challenged records and to disciplinary action
- Parental authorizations or prohibitions of pupil participation in specific programs
- Results of standardized tests administered within the preceding three years

Permitted Records: must be maintained until their usefulness ceases and may be destroyed after six (6) months following the pupil's completion or withdrawal from school. These records are defined as:

- Objective counselor and/or teacher ratings
- Standardized test results older than three years
- Routine discipline data
- Verified reports of relevant behavioral patterns
- All disciplinary notices
- Attendance records not covered in the 5 CCR § 400

## **EDISON BETHUNE CHARTER ACADEMY**

### **GENERAL COMPLAINTS** **POLICY**

Edison Bethune Charter Academy (“EBCA”) has adopted this General Complaints Policy to address concerns about EBCA generally and/or regarding specific EBCA employees. For complaints regarding harassment, discrimination, unlawful tuition, or other specific perceived violations of state or federal laws, please refer to EBCA’s Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy Anti-Discrimination and/or EBCA’s Uniform Complaint Procedures. For all other complaints, this Policy, the General Complaint Form, and accompanying procedures will be appropriate. For any questions regarding the application of this Policy or the Charter School’s other policies, please contact the Executive Director/Principal at:

Rodolfo Garcia  
Edison Bethune Charter Academy  
Executive Director/Principal  
1616 S. Fruit Street. Fresno, CA 93706  
Telephone Number: (559) 457-2530

### **INTERNAL COMPLAINTS**

(Complaints by Employees against Employees)

This section of the Policy is for use when an EBCA employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed:

1. The complainant will bring the matter to the attention of the Executive Director/Principal as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate. The complainant will reduce his or her complaint to writing by completing the General Complaint Form, below, indicating all known and relevant facts. The Executive Director/Principal (or designee) will then investigate the facts and provide a solution or explanation; or
2. If the complaint is about the Executive Director/Principal, the complainant may file his or her complaint using the General Complaint Form below, to the Chair of the Board of Directors of EBCA (“Board”), who will then confer with the Board and may conduct a fact-finding investigation or authorize a third party investigator on behalf of the Board. The Chair or investigator will report his or her findings to the Board for review and action, if necessary.

This Policy cannot guarantee that every problem will be resolved to the employee’s satisfaction.

However, EBCA values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

### **POLICY FOR COMPLAINTS GENERALLY**

(General Complaints by Third Parties against EBCA or EBCA Employees)

This section of the Policy is for use when either a complaint does not fall under other complaint procedures or a third party (non-employee) raises a complaint or concern about EBCA generally, or an EBCA employee.

If reasonably possible, third-party complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the Charter School employee directly. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed:

- 1) Complainants may file a written complaint, using the General Complaint Form, below, with the office of the Executive Director/Principal or Board Chair (only if the complaint concerns the Executive Director) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.
- 2) The Executive Director/Principal or designee shall use his or her best efforts to ascertain the facts relating to the complaint. Where applicable, the Executive Director/Principal or designee shall talk with the parties identified in the complaint or persons with knowledge of the particulars of the complaint to ascertain said facts; and
- 3) In the event that the Executive Director/Principal (or designee) finds that a complaint is valid, the Executive Director/Principal (or designee) may take appropriate action to resolve the problem. Where the complaint is against an employee of EBCA, the Executive Director/Principal or designee may take disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
- 4) The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors of EBCA. The decision of the Board of Directors shall be final.
- 5) If the complaint is about the Executive Director/Principal, the complainant may file his or her complaint in using the General Complaint Form, below, to the Chair of the Board, who will then confer with the Board and may conduct a fact-finding investigation or authorize a third-party investigator on behalf of the Board. The Chair or investigator will report his or her findings to the Board for review and further action, if deemed necessary by the Board.

### **GENERAL REQUIREMENTS**

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board, Executive Director/Principal, or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

**GENERAL COMPLAINT FORM**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

To be completed by EBCA:

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

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

## EDISON BETHUNE CHARTER ACADEMY

### IMMUNIZATION POLICY

The Edison-Bethune Charter Academy (“EBCA” or “Charter School”) will adhere to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120380, and Title 17, California Code of Regulations Sections 6000-6075.

#### Required Immunizations, Records and Reports

California law requires that an immunization record be presented to EBCA staff before a child can be unconditionally enrolled in school. EBCA requires written verification from a doctor or immunization clinic of the following immunizations:

Students entering kindergarten who are not exempt will need the following immunization requirements:

Immunization	Dosage
Diphtheria, Pertussis, and Tetanus (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

**NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. 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.

Verification of immunizations will be completed with written medical records from the child’s doctor or immunization clinic. Immunization records shall be part of the mandatory permanent pupil record and shall be kept in accordance with EBCA’s Educational Records and Student Information Policy. EBCA will file a written report on the immunization status of all new entrants to EBCA with the California Department of Public Health as required by law.

Any child leaving the United States for a short vacation to or long stay in any country considered by the Center of Disease Control and Prevention (“CDC”) to have increased risk of TB exposure MUST contact the County Tuberculosis Clinic for a TB Screening upon return.

EBCA shall immediately admit a foster child, as defined in Education Code § 48853.5(a), and a homeless child, as defined in Section 11434a(2) of Title 42 of the United States Code, whose immunization records are not available or are missing. However, this does not alter EBCA's obligation to obtain immunization records for foster and homeless students or to ensure the full immunization of foster and homeless students as required by law.

If EBCA discovers that an admitted student who is not exempt from the immunization requirements has not received all required immunizations and does not meet the conditional admission requirements set forth below, EBCA will notify his/her parent/guardian. If, within ten (10) school days of the notice, the child does not provide documentation of having received all required immunizations, EBCA shall exclude this student from attendance. The student shall remain excluded from the EBCA's campuses until he/she is fully immunized. The student shall also be reported to the School Office Manager.

The Executive Director/Principal, or designee, may arrange for qualified medical personnel to administer immunizations at EBCA to any student whose parent/guardian has consented in writing.

Whenever there is good cause to believe that a student has been exposed to a communicable disease for which immunization is required, that student may be temporarily excluded from the campus until the local health officer is satisfied that the person is no longer at risk of developing the disease.

#### Conditional Admittance

Students may be conditionally admitted in accordance with Health and Safety Code Section 120340 and Title 17, California Code of Regulations Section 6035. The Executive Director/Principal or designee shall notify the student's parents/guardians of the date(s) by which the student must complete all the remaining doses. The Executive Director/Principal or designee shall review the immunization record of each student admitted conditionally every thirty (30) days until that student has received all the required immunizations. If a student conditionally admitted fails to fulfill the conditions of admission, EBCA will prohibit the student from further attendance until that student has been fully immunized as required by law.

#### Documentary Proof

The Executive Director/Principal shall maintain the student's immunization information in the student's mandatory permanent record and shall file annual immunization status reports as required by the California Department of Public Health.

#### Exemptions from Immunization Requirements

All students must be fully immunized in accordance with the California Health and Safety Code and the California Code of Regulations with the following exceptions:

1. Students who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Section 120370; If there is



good cause to believe that a child has been exposed to a disease listed in subdivision (b) of Section 120335 and his or her documentary proof of immunization status does not show proof of immunization against that disease, that child may be temporarily excluded from the school or institution until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.

2. Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction.
  - a. A student who has not received all of the required immunizations will not be eligible to attend classes at an EBCA resource center unless the student is otherwise exempt under #1 or #3.
3. Students who, prior to January 1, 2016, submitted a letter or affidavit on file at a private or public elementary or secondary school in California stating beliefs opposed to immunization, and who provides said letter or affidavit to the EBCA, shall be allowed to enroll at the EBCA without being fully immunized until the student enrolls in the next grade span pursuant to Health and Safety Code Section 120335(g);
  - a. "Grade span" means each of the following:
    - i. Birth to Preschool.
    - ii. Kindergarten and grades 1 to 6, inclusive, including transitional kindergarten.
    - iii. Grades 7 to 12, inclusive.

This Policy does not prohibit a pupil who qualifies for an individualized education program ("IEP"), pursuant to federal law and Education Code Section 56026, from accessing any special education and related services required by his or her individualized education program.



## **ADMINISTRATION OF MEDICATION POLICY**

The Edison-Bethune Charter Academy (“EBCA” or the “Charter School”) staff is responsible for overseeing the administration of medication to pupils attending EBCA during regular school hours, including before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one overnight stay from home. It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our pupils and the legal protection of our employees.

### **Administration of Medication, Epinephrine, or Inhaled Asthma Medication Per Doctor’s Order**

Any pupil who is required to take, during the regular school day, medication prescribed for him or her by a physician and surgeon, or ordered for him or her by a physician assistant practicing in compliance with Chapter 7/7 (commencing with Section 3500) of Division 2 of the Business and Professions Code, may be assisted by the contracted school nurse or designated school personnel or may carry and self-administer prescription auto-injectable epinephrine or inhaled asthma medication if EBCA receives the appropriate written statements as follows:

1. In order for a pupil to carry and self-administer prescription auto-injectable epinephrine or inhaled asthma medication, EBCA shall obtain both a written statement from the physician and surgeon or physician assistant detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and confirming that the pupil is able to self-administer auto-injectable epinephrine or inhaled asthma medication, and a written statement from the parent, foster parent, or guardian of the pupil consenting to the self-administration, providing a release for the contracted school nurse or designated school personnel to consult with the health care provider of the pupil regarding any questions that may arise with regard to the medication, and releasing EBCA and school personnel from civil liability if the self-administering pupil suffers an adverse reaction as a result of self-administering medication.
2. Additionally, the school nurse or trained personnel who have volunteered may use epinephrine auto-injectors to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction. EBCA will ensure it has the appropriate type of epinephrine auto-injector on site (i.e., regular or junior) to meet the needs of its pupils. EBCA will ensure staff properly store, maintain, and restock the epinephrine auto-injectors as needed.
3. EBCA will ensure any school personnel who volunteer are appropriately trained regarding the storage and emergency use of epinephrine auto-injectors based on the standards

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

4. In order for a pupil to be assisted by the contracted school nurse or other designated school personnel in administering medication other than emergency epinephrine auto-injectors or inhaled asthma medications, EBCA shall obtain both a written statement from the physician and surgeon or physician assistant detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken and a written statement from the parent, foster parent, or guardian of the pupil indicating the desire that EBCA assist the pupil in the matters set forth in the statement of the physician and surgeon or physician assistant.

#### Response to Diabetic or Hypoglycemic Emergency

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

Training established shall include all of the following:

- Recognition and treatment of hypoglycemia.
- Administration of glucagon.
- Basic emergency follow-up procedures, including, but not limited to, calling the emergency 911 telephone number and contacting, if possible, the pupil's parent or guardian and licensed health care provider.
- Training by a physician, credentialed school nurse, registered nurse, or certificated public health nurse according to the standards established pursuant to this section shall be deemed adequate training.
- A school employee shall notify the Principal/Executive Director if he or she administers glucagon pursuant to this Policy.
- All materials necessary to administer the glucagon shall be provided by the parent or guardian of the pupil.
- In the case of a pupil who is able to self-test and monitor his or her blood glucose level, upon written request of the parent or guardian, and with authorization of the licensed health care provider of the pupil, a pupil with diabetes shall be permitted to test his or her blood glucose level and to otherwise provide diabetes self-care in the classroom, in any area of the school or school grounds, during any school-related activity, and, upon specific request by a parent or guardian, in a private location.

#### Additional Guidelines:

- The primary responsibility for the administration of medication rests with the parent/guardian, pupil, and medical professional.
- Medication shall be administered only during school hours if determined by a physician to be necessary.
- Designated staff shall keep records of medication administered at EBCA.
- All medication will be kept in a secure and appropriate storage location and administered per physician's instructions by appropriately designated staff.
- Designated staff shall return all surplus medication to the parent/guardian upon completion of the regimen or prior to extended holidays.
- Designated staff shall establish emergency procedures for specific medical conditions that require an immediate response (i.e. allergies, asthma, diabetes).
- The written statements specified in this policy shall be provided at least annually and more frequently if the medication, dosage, frequency of administration, or reason for administration changes.
- A pupil may be subject to disciplinary action if that pupil uses auto-injectable epinephrine or inhaled asthma medication in a manner other than as prescribed.
- Any pupil requiring insulin shots must establish a plan for administration of insulin shots with the Principal/Executive Director in consultation with the parent or guardian and the pupil's medical professional.



## **CLASSROOM-BASED ATTENDANCE POLICY**

It is the intent of the Governing Board (“Board”) of the Edison-Bethune Charter Academy (“EBCA” or the “Charter School”) to ensure that students attend school every day 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.

### **Excused Absences for Classroom Based Attendance**

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as permitted by law or this Attendance Policy.

A student's absence shall be excused for the following reasons:

1. Personal illness.
2. Quarantine under the direction of a county or city health officer.
3. Medical, dental, optometric, or chiropractic appointments:
4. Attendance at funeral services for a member of the immediate family:
  - a. Excused absence in this instance shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state.
  - b. "Immediate family" shall be defined as mother, father, grandmother, grandfather, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister or any relative living in the student's household.
5. Participation in religious instruction or exercises as follows:
  - a. The student shall be excused for this purpose on no more than four school days per month.
6. For the purposes of jury duty in the manner provided for by law.
7. Due to the illness or medical appointment during school hours of a child of whom the pupil is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excusal.)
8. To permit the pupil to spend time with an immediate family 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.

9. For purpose of serving as a member of a precinct board for an election pursuant to Election Code Section 12302.
10. Attendance at the pupil's naturalization ceremony to become a United States citizen.
11. Authorized parental leave for a pregnant or parenting pupil for up to eight (8) weeks.
12. Authorized at the discretion of a school administrator, based on the facts of the pupil's circumstances, are deemed to constitute a valid excuse. A pupil who holds a work permit to work for a period of not more than five consecutive days in the entertainment or allied industries shall be excused from school during the period that the pupil is working in the entertainment or allied industry for a maximum of up to five absences per school year subject to the requirements of Education Code Section 48225.5.
13. In order to participate with a not-for-profit performing arts organization in a performance for a public-school pupil audience for a maximum of up to five days per school year provided the pupil's parent or guardian provides a written note to the school authorities explaining the reason for the pupil's absence.

In addition, a student's absence shall be excused for justifiable personal reasons such as:

1. Appearance in court.
2. Attendance at a funeral.
3. Observation of a holiday or ceremony of his/her religion.
4. Attendance at religious retreats for no more than four hours during a semester.
5. Attendance at an employment conference, or attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization upon written request by parent and approval by the Executive Director/Principal or designee pursuant to uniform standards established by the Board.

### **Method of Verification**

When students who have been absent return to school, they must present a satisfactory explanation verifying the reason for the absence. When your child is absent, please follow these procedures below.

Upon returning to school after an absence, a child's absence may be cleared by (1) calling the Charter School at (559) 457-2530, (2) providing a doctor's or healthcare provider note, or (3) having your child bring in a note signed by a parent or guardian.

1. Signed, written note from parent/guardian, parent representative, presented to your child's teacher or the front office. The note should state the following:
  - a) Date note written
  - b) Student's first and last name
  - c) Specific reason for absence (in alignment with the excused absences list above)
  - d) Date of absence
  - e) Parent Signature

This note should be presented to your child's teacher or the front office.

2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
  - a. Name of student;
  - b. Name of parent/guardian or parent representative;
  - c. Name of verifying employee;
  - d. Date or dates of absence; and
  - e. Reason for absence.
  
3. Healthcare Provider Verification:
  - a. When excusing students for confidential medical services or verifying such appointments, Charter School staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.
  - b. A healthcare provider's note of illness will be accepted for any reported absence. When a student has had fourteen (14) absences in the school year for illness verified by the student's parent without a healthcare provider's note, any further absences for illness must be verified by a healthcare provider.

Students should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency. Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to administrative regulations and law.

### **Make Up Work**

If the parent calls in the morning of the child's absence and requests make up work, we will notify the teacher and have them make arrangements for missed homework. Please pick up the work if you request it. Students need to make up work they miss for absences. Students should ask their teachers for missing assignments when they return to school. Teachers will generally allow one day for each day of absence to make up missed work.

### **Tardies**

Like absences, tardies are also disruptive to your child's education. Please have your child arrive at school on time. Students arriving late to school will report to the office to receive a pass to class. Excessive tardies may lead to lunch detention. Tardies are only excused with a signed doctor's or parent/guardian's note.

### **Children Leaving School Early**

If you are picking up a child during school hours for any reason, please report to the school office and inform the secretary. The child will then be called to the office for you. Children will not be called out of class before an adult is in the office for the child and may not wait in the office. Children will only be released to parents or adults listed on the emergency card (who provide a picture I.D.). This is a safety measure for the protection of your child. Keep in mind pulling your child out early excessively may interfere with their education. Limit the times you pull them out early to emergencies only.

### **Leaving School for Appointments**

Medical or other appointments should be made after school hours whenever possible. Students with medical appointments during school hours must be signed out and signed back in through the school office. On these occasions, the student must present a medical verification regarding time and date of the appointment.

### **Unexcused Absences/Truancy for Classroom Based Attendance**

If a pupil has missed more than three (3) days of school without a valid excuse per school year or is tardy 30 minutes or more for more than three (3) days per school year, the student meets the criteria for classification as a “truant.” Any pupil who has once been reported as a truant and who is again absent from school without valid excuse one or more days, or tardy on one or more days, shall again be deemed a truant. Such students shall be reported to the Executive Director/Principal or designee.

A child may also be considered a “chronic truant” if they have been absent for ten (10) percent or more of the school days in one school year since their date of enrollment. Students shall be classified as a “habitual 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.

EBCA has designed the following person as the Truancy Mediator Liaison:

Marty Solis  
[m.solis@myebca.com](mailto:m.solis@myebca.com)  
(559) 457-2530

The following procedures/steps regarding class absences and excessive late tardies:

- All unexcused absences/tardies beyond 3 days will result in a written letter mailed home and phone contact by Truancy Mediation Liaison. 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 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.
- Upon reaching 5 unexcused absences/tardies, a second letter will be mailed home requesting a meeting with parent, student, Truancy Mediator Liaison, and Executive Director/Principal to review the student’s records and develop an intervention plan/contract. At this time, the student will be assigned to case management and monitoring.
- Upon reaching 6 unexcused absences/tardies, the student will be referred to a second meeting with the Truancy Mediator Liaison and Executive Director/Principal for further



intervention through our Student Success Team (“SST”) and the student will also be referred to a Student Attendance Review Team (“SART”). Parent/Guardians will also receive a third letter mailed home and may be asked to attend a meeting regarding habitual truancy and chronic absenteeism.

- The SART panel will be composed of Rodolfo Garcia – Executive Director/Principal, Karl Sprattling – Curriculum & Instruction Director, and Marty Solis – Truancy Mediation Liaison. The SART panel will discuss the absence problem with the Parent/Guardian to work on solutions, develop strategies, discuss appropriate support services for the student and his/her family, and establish a plan to resolve the attendance issue.
  - The SART panel shall direct the parent/guardian that no further unexcused absences or tardies can be tolerated.
  - The parent shall be required to sign a contract formalizing the agreement by the parents to improve the child’s attendance or face additional administrative action. The contract will identify the corrective actions required in the future, and indicate that the SART panel shall have the authority to order one or more of the following consequences for non-compliance with the terms of the contract:
    - Parent/guardian to attend school with the child for one day
    - Student retention
    - After school detention program
    - Required school counseling
    - Loss of field trip privileges
    - Loss of school store privileges
    - Loss of school event privileges
    - Required remediation plan as set by the SART
    - Notification to the District Attorney
  - The SART panel may discuss other school placement options.
  - Notice of action recommended by the SART will be provided in writing to the parent/guardian.
- If the conditions of the SART contract are not met, the student may incur additional administrative action up to and including disenrollment from the school and notification of the disenrollment sent to the student’s district of residence.
- 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.
- If student is absent five (5) or more consecutive school days without valid excuse and 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, and the SART panel will recommend that the student be disenrolled in compliance with the Involuntary Removal Process described below. The Involuntary Removal Process can be started immediately upon the Charter School receiving documentation of Student’s enrollment and attendance at another public or private school (i.e. a CALPADS report).

### **Process for Students Who Are Not in Attendance at the Beginning of the School Year**

When students are not in attendance on the first five (5) days of school, the Charter School will attempt to reach the parent/guardian on a daily basis for each of the first five 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, students who are not in attendance due to an unexcused absence by the fifth day of school will be disenrolled in compliance with 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 the school year will be contacted by phone to ensure their intent to enroll in the Charter School.
2. Students who have indicated their intent to enroll but have not attended by the third day of the school year will receive a letter indicating the student's risk of disenrollment.
3. Students who have indicated their intent to enroll but have not attended by the fifth day of the school year will receive a phone call reiterating the content of the letter.
4. The Charter School will send the Involuntary Removal Notice to the Parent/Guardian and follow the Involuntary Removal Process described below for any students who have not attended by the sixth day, and do not have an excused absence.
5. The Involuntary Removal Process can be started immediately upon the Charter School receiving documentation of Student's enrollment and attendance at another public or private school (i.e. a CALPADS report).
6. The Charter School will use the contact information provided by the parent/guardian in the registration packet.
7. Upon removal, the last known school district of residence will be notified of the student's failure to attend the Charter School and the disenrollment within thirty days of the disenrollment.

### **Involuntary Removal Process**

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

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

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

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

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

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

### **Referral to Appropriate Agencies or County District Attorney**

It is the Charter School's intent to identify and remove all barriers to the student's success, and the Charter 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 a SART contract has been developed according to the procedures above, or if the parents fail to attend a required SART meeting, the Charter School shall notify the District's Attorney's office, which then may refer the matter for prosecution through the court system. Students 12 years of age and older may be referred to the juvenile court for adjudication.

### **Non-Discrimination**

These policies will be enforced fairly, uniformly, and consistently without regard to the characteristics listed in Education Code Section 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, including immigration status, pregnancy, or association with an individual who has any of the aforementioned characteristics).

### **Reports**

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



# Edison Bethune Charter Academy

LEADING THE CHANGE  
1616 S. Fruit Avenue • Fresno, CA 93706  
www.myebca.com

Office: (559) 457-2530  
Fax: (559) 457-2538  
Email: info@myebca.com

## FIELD TRIP AND TRANSPORTATION PERMISSION AND WAIVER FORM

Please read this document carefully before signing. The document contains important information and advises of certain risks. The student participant and his or her family are asked to acknowledge and assume risks and waive claims they might have in the event of injury or other loss. This form must be signed by at least one parent or legal guardian.

Pursuant to the Edison Bethune Charter Academy ("EBCA") School Sponsored Field Trips & Cultural Excursions Policy, this permission and waiver form must be signed and returned to the classroom teacher before your student can participate in an EBCA sponsored field trip and/or use transportation provided by or arranged for by EBCA for this field trip. A new form must be completed for each field trip.

<b>Teacher:</b> _____		<b>Grade:</b> _____		<b># of students:</b> _____	
<b>Trip Description.</b>					
Destination(s): _____					
The field trip will involve the following activities: _____					
Departure Date: _____		Departure Time: _____		Return Date: _____	
				Return Time: _____	
<b>Transportation:</b> <input type="checkbox"/> Walking <input type="checkbox"/> Private Automobiles <input type="checkbox"/> School Bus <input type="checkbox"/> Charter Bus					
If traveling by private automobile, names of approved driver(s): _____					
<b>Items students should take:</b> _____					
<b>Cost*</b> (Describe cost of trip, if any): \$ _____			<b>DEADLINE FOR SUBMISSION OF FORM:</b> / /		

*\*No student will be denied the opportunity to participate in the field trip solely on account of inability to pay.*

**Acknowledgements and Agreements of student participant and parents/guardians:**

<b>Student Name:</b>		
<b>Parent/Guardian Phone Contact and Emergency Contact:</b>		
Name: _____		
Work Phone: _____	Cell Phone: _____	Home Phone: _____
Name: _____		
Work Phone: _____	Cell Phone: _____	Home Phone: _____
<b>Physician and Insurance Information:</b>		
Name: _____		Phone: _____
Medical Insurance Type and Number: _____		Phone: _____
<b>Student's Medical Needs:</b> (Allergies/Medical Conditions/Physical Limitations/Medications) [Please be sure to list ALL of the Participant's allergies, medical conditions, physical limitations, and medications. Use the back of this page if you need more space.] _____  _____		

I hereby acknowledge and agree as follows:

1. **Participation is Voluntary.** I acknowledge that this field trip is voluntary and that my child's attendance by my child is not required.
2. **Fee Policy.** I understand that California Education Code section 35330 authorizes EBCA to charge a fee for the cost of the field trip. However, I understand further that no student will be prevented from making the field trip or excursion because of lack of sufficient funds. Should I have any questions about the fee policy, I understand that I may confidentially contact the teacher named above or the Executive Director/Principal during regular school hours to discuss the fee policy.
3. **Waiver of Claims.** I understand that California Education Code section 35330(d) provides that all persons participating in a field trip shall be deemed to have waived all claims against EBCA and the State of California as noted below for injury, illness, or death occurring during or by reason of the field trip.
4. **Release and Discharge.** I release and discharge (agree not to sue or make a claim against) EBCA (and their governing Board, officials, employees, and agents) from all claims of injury or loss which my child may suffer, arising in whole or in part from participation in the field trip, including, but not limited to, any injury, accident, illness, or death, or a loss or damage to personal property occurring during or by

reasons of participation in field trip. I fully recognize and understand that if my child is injured, dies, or if his/her property is damaged, I am giving up my rights (as well as the rights of my heirs, executors, administrators or assigns) to make a claim or file a lawsuit against EBCA even if it negligently or by some other act or omission caused the injury, death or damage.

5. **Acknowledgement of Risks.** I acknowledge and understand that the activities involved in this trip may be dangerous and include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. I acknowledge that participation in the activities can cause personal injury, including emotional trauma and even death.
6. **Assumption of Risks, Including Negligence.** I acknowledge and expressly assume all risks and dangers associated with all excursion activities, whether known or unknown, and inherent or otherwise. I wholly assume the risk for any injury or loss, including death, which my child may suffer, arising in whole or in part from his/her participation in the field trip.
7. **Participant Conduct.** It is understood that my child must follow directions of the volunteer driver(s), teacher(s), and chaperone(s) at all times. I acknowledge that my child is to abide by all the rules and regulations governing conduct during the field trip or excursion.
8. **Ability to Participate.** I certify that my child is fully capable of participating in these activities without causing harm to himself, herself, or others.
9. **Dismissal of Participant.** I acknowledge that EBCA reserves the right to dismiss my child from a field trip/event within a field trip that staff believes, at their discretion, 1) presents a safety concern or medical risk, and/or 2) if my child otherwise conducts himself or herself in a manner detrimental to EBCA in alignment with EBCA's Field Trip Policy. Use of illegal drugs, tobacco products or alcohol, or disregarding instructions, rules or regulations are examples of conduct that EBCA considers detrimental to its program and that may lead to early dismissal from a field trip. If my child is dismissed from the trip for any reason, I will be responsible for all costs associated with the early departure. These costs may include, but are not limited to, medical evacuation as well as costs, travel and compensation for staff accompanying my child.
10. **Indemnification for Injury Caused by Participant.** I understand that I may be held vicariously liable for any injury or death to another person or injury to property of another caused by my child, as required by law. I hereby agree to indemnify (meaning to defend, and to satisfy by payment or reimbursement, including costs and attorneys' fees) and hold harmless EBCA and its Board of Trustees, officers, employees, and agents with respect to any claims of injury, death, or other loss or damage to person or property suffered by any person arising in whole or in part from the conduct of my child while participating in excursions and athletic events.

11. **Insurance.** EBCA will not provide insurance coverage for my child’s participation in this field trip.

12. **Medical Treatments/Emergencies.** In the event that I cannot be reached in an emergency, I give EBCA staff the authority to obtain immediate medical attention for my child. I understand that EBCA will contact me in the event of an emergency. However, if I cannot be reached or if immediate measures are required for the preservation of my child’s health or life, I consent to whatever examination or treatment are necessary in the best judgment of the attending physician, surgeon or other medical profession or performed by or under the supervision of the medical staff of the hospital or facility furnishing medical services.

12. **California Law and Venue.** I agree that this Form shall be governed by and construed in accordance with California law. In the event any legal action is commenced to enforce or interpret the provisions of this agreement, the venue for any such action shall be in the State of California. The courts or laws of any other state of the United States shall not have jurisdiction over this agreement and the enforcement of its provisions.

**I acknowledge that I have custody of and am legally responsible for my child. I further acknowledge I have carefully read this document and understand the information herein. I agree to each of the terms and acknowledgements and voluntarily agree to permit**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Name (Please print)

\_\_\_\_\_  
Date

## **EDISON BETHUNE CHARTER ACADEMY**

### **SPECIAL EDUCATION POLICY**

The Board of Directors of the Edison Bethune Charter Academy (“EBCA” or the “Charter School”) recognizes the need to identify, evaluate, and serve students with disabilities in order to provide them with a free appropriate public education in the least restrictive environment. Accordingly, this Policy has been adopted consistent with Education Code section 56195.8.

#### **Identification, Referral, and Evaluation for Special Education**

Charter School shall follow applicable state and federal law and regulations and Fresno County Charter Special Education Local Plan Area (“SELPA”) policy with respect to the identification, referral, and assessments of students for special education and related services.

#### **Individualized Education Program (“IEP”) Team Meetings**

EBCA shall convene IEP team meetings with the legally required composition within all legally applicable timelines, in accordance with state and federal law and regulations and SELPA policy.

Charter School shall also review, at the request of a student’s general or special education teacher, the assignment of an individual with exceptional needs to his/her class and a mandatory meeting of the IEP team shall be convened if the review indicates a change to the student’s placement, instruction, related services, or any combination thereof may be required. The Executive Director/Principal or Admin Designee, school psychologist, and Coordinator of Special Education shall be responsible for completing the review within fifteen (15) school days of the teacher’s request.

#### **Procedural Safeguards**

Parents/guardians shall receive written notice of their rights in accordance with state and federal law and regulation, and SELPA policy.

Please see our website, the main office, or the Coordinator of Special Education for a copy of your procedural safeguards.

#### **Nonpublic, Nonsectarian Services**

EBCA may contract with state-certified nonpublic, nonsectarian schools or agencies to provide special education services or facilities when an appropriate public education program at EBCA is not available in accordance with Education Code section 56366 and Section 3062 of Title 5 of the



California Code of Regulations. When entering into agreements with nonpublic, nonsectarian schools (“NPSs”) or agencies (“NPAs”), EBCA shall consider the needs of the individual student and the recommendations of the IEP team. The IEP team shall remain accountable for monitoring the progress of students placed in nonpublic, nonsectarian programs towards the goals identified in each student's IEP.

In accordance with Education Code section 56366.1, when entering into a Master Contract with an NPS where EBCA has not previously placed a student, the Charter School shall conduct an onsite visit to the NPS at the time of placement. EBCA shall also conduct at least one onsite monitoring visit to the NPA during each school year in which the Charter School has a student attending pursuant to a Master Contract. The monitoring visit shall include the following:

- A review of services provided to the student through the individual service agreement between EBCA and the NPS;
- A review of progress the student is making toward the student’s IEP goals;
- A review of progress the student is making toward the goals set forth in the student’s behavior intervention plan;
- If applicable, an observation of the student during instruction;
- A walkthrough of the facility; and
- Any other reviews and/or observations deemed necessary by the Charter School.

EBCA shall follow state and federal law and regulations and SELPA policy when contracting with nonpublic, nonsectarian schools or agencies.

### **Resource Specialist Program**

EBCA shall employ or contract with certificated resource specialists to provide services for students with disabilities which shall include, but not be limited to:

1. Providing instruction and services to students whose needs have been identified in an IEP developed by the IEP team and who are assigned to regular classroom teachers for a majority of the school day. Students shall not be enrolled in a resource specialist program for the majority of the school day without approval of the IEP team.
2. Providing information and assistance to students with disabilities and their parents/guardians.
3. Providing consultation, resource information, and material regarding students with disabilities to their parents/guardians and regular education staff members.

4. Coordinating special education services with the regular school programs for each student with disabilities enrolled in the resource specialist program.
5. Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate appropriate progress to the IEP team.
6. At the secondary school level, emphasizing academic achievement, career and vocational development, and preparation for adult life.
7. Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes.

EBCA's resource specialist program shall be under the direction of a resource specialist who possesses:

1. A special education credential or clinical services credential with a special class authorization.
2. Three or more years of teaching experience, including both regular and special education teaching experience, as defined by rules and regulations of the Commission on Teacher Credentialing.
3. Demonstration of competencies required for a resource specialist as established by the Commission on Teacher Credentialing.

The Executive Director/Principal shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, collective bargaining agreement, and/or SELPA policy. No resource specialist shall have a caseload which exceeds twenty-eight (28) students, unless a valid waiver is obtained through the State Board of Education, consistent with Title 5, California Code of Regulations, section 3100.

### **Transportation**

Charter School shall ensure appropriate, no cost transportation services are provided for students with disabilities as specified in their IEP as a related service when required. The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

When transportation services are required, the Executive Director/Principal or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Executive Director/Principal or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP.

Guide dogs, signal dogs and service dogs trained to provide assistance to persons with disabilities may be transported in a school bus when accompanied by students with disabilities, teachers with disabilities, or persons training the dogs.

Charter School shall ensure that all school buses, school student activity buses, youth buses and childcare motor vehicles, whenever they may be used, are equipped with an operational child safety alert system. Charter School shall ensure that all buses are equipped with a passenger restraint system.

Mobile seating devices, when used, shall be compatible with the securement systems required by Federal Motor Vehicle Safety Standard No. 222 (49 C.F.R. § 571.222). EBCA shall ensure school bus drivers are trained in the proper installation of mobile seating devices in the securement systems.

### **Information on the Number of Individuals with Exceptional Needs**

Information regarding the number of individuals with exceptional needs who are being provided special education and related services shall be provided in accordance with state and federal law and regulation and SELPA policy.

## EDISON BETHUNE CHARTER ACADEMY

### **SUSPENSION AND EXPULSION POLICY AND PROCEDURES**

#### **Policy**

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

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

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

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and its procedures are available upon request at the Executive Director/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 mandates 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 California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent, guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

## **Procedures**

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

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

### **B. Enumerated Offenses**

1. Discretionary Suspension Offenses: Students may be suspended 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 Education Code Section 233(e). 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.
  - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students

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

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with their academic performance.
  - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
  - iii. An act of cyber sexual bullying.



- (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
      - (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
    - 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
  - u) A student who aids or abets, as defined in 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).
  - v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director/Principal or designee’s concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director/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 committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4
3. Discretionary Expellable Offenses: Students may be recommended for expulsion 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.
- 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with their academic performance.
  - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:

- (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
  - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
  - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- iii. An act of cyber sexual bullying.
- (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u) A student who aids or abets, as defined in 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).

- v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion 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 Executive Director/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 committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

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

The Charter School will use the following definitions:

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

quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

### **C. Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

#### **1. Conference**

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

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

At the conference, the 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 parent/guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian at the conference.

#### **2. Notice to Parents/Guardians**

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

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

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the

Executive Director/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 Executive Director/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.

#### 4. Homework Assignments During Suspension

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

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

### **D. Authority to Expel**

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

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

### **E. Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student



should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director/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.

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

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) calendar days’ notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian or legal counsel; and (c) elect to have the hearing closed while testifying.

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

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

### **G. Record of Hearing**

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

### **H. Presentation of Evidence**

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

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

### **I. Expulsion Decision**

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

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

During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of

the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

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

The Executive Director/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 Executive Director/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.

#### **K. Disciplinary Records**

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

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

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

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

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.

#### **N. Rehabilitation Plans**

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

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

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Executive Director/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 Executive Director/Principal or designee shall make a recommendation to the Board of Directors following the meeting regarding the Executive Director/Principal or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

## **P. Notice to Teachers**

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

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

### **1. Notification of SELPA**

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

### **2. Services During Suspension**

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

### 3. Procedural Safeguards/Manifestation Determination

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

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

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

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

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

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

### 4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to

the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

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

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

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

## 5. Special Circumstances

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

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

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

## 6. Interim Alternative Educational Setting

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

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

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

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

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

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

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

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



# PROMOTION/RETENTION POLICY

*Board Policy #: BP-17*

*Adopted/Ratified: September 24, 2020*

*Revision Date: September 24, 2020*

## **Kindergarten Students Who Complete a Year of Instruction**

Students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the Charter School agree that the student shall continue in kindergarten for not more than one additional school year.

EBCA will adhere to this statute through the following procedures:

1. The basis for continuation will include consideration of the student's level of mastery of skills related to EBCA and State Standards in Language Arts and Mathematics.
2. Continuation of a kindergarten student for another year will only occur as the result of ongoing communication with the parent/guardian of the student.
3. Whenever a student continues in kindergarten for an additional year, the Executive Director/Principal or designee shall secure an agreement, signed by the parent/guardian, stating that the student shall continue in kindergarten for not more than one additional school year.
4. A Student Learning Contract ("SLC") will be maintained for any kindergarten student that is retained. The plan will specifically identify needs of the student, strategies for addressing the needs, a process for monitoring student progress, and the parent/guardian responsibilities in assisting the student.
5. The parent/guardian of a retained student will be required to conference with the teacher and other appropriate school personnel a minimum of three times per year to review the SLC.

## **Retention at Other Grade Levels**

The Executive Director/Principal or designee shall identify students who should be retained or who are at risk of being retained at the following grade levels

1. Between grades 2 and 3
2. Between grades 3 and 4
3. Between grades 4 and 5
4. Between the end of the intermediate grades and the beginning of the middle school grades

In addition, students in first grade and fifth grade who are not meeting EBCA standards will also be considered under this section.

Retention criteria will be considered in three categories:

1. Students who are below grade level proficiency.
2. Students who are at risk of retention
3. Students who will be retained (candidates for retention).

Initial identification of students and notification of parents will take place after the first semester or as soon as data for three of the four criteria described below is available. Initial identification of kindergarten students and notification of parents/guardians will take place no later than the end of the first semester. Final identification and notification will take place during, or prior to, the distribution of third quarter deficiency notices.

If English Learners have been enrolled for at least one academic year in an appropriate instructional program, in accordance with the Charter Academy’s Master Plan for English Learners, and have not made expected progress in the development of English skills and other content area skills, they may be considered for retention. They should be provided with supplemental instruction as a key intervention to ensure that they will eventually gain grade-level proficiency and beyond.

Students with disabilities are expected to meet the same criteria as all students and are candidates for retention unless otherwise indicated in the student’s Individualized Education Program (“IEP”). In the case of students whose disability prevents them from achieving a minimum level of proficiency on Charter School-designated tests in reading, English language arts, and mathematics, these criteria will not be applicable. Any special education student who is recommended for retention must have an IEP meeting prior to the final decision to retain. In the case of students who are in the referral or assessment process, the teacher, in consultation with the site administrator, family, and student study team, should make the promotion/retention decision.

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. Students shall be identified on the basis of either assessment results or grades and other indicators of academic achievement, as established by EBCA.

Elementary Standards for Promotion/Retention

Students Below Grade Level Proficiency (Meeting 1 of the 4 criteria)	Students At Risk of Retention (Meeting 2 of the 4 criteria)	Students Who Are Candidates for Retention (Meeting 3 of the 4 criteria)
<ol style="list-style-type: none"> <li>1. Report card marks indicating below basic achievement.</li> <li>2. Scores below basic level on Local Assessments</li> <li>3. Scores below minimum on approved classroom assessments</li> <li>4. Less than 90 percent attendance</li> </ol>	<ol style="list-style-type: none"> <li>1. Report card marks indicating below basic achievement.</li> <li>2. Scores below basic level on Local Assessments</li> <li>3. Scores below minimum on approved classroom assessments</li> <li>4. Less than 90 percent attendance</li> </ol>	<ol style="list-style-type: none"> <li>1. Report card marks indicating below basic achievement.</li> <li>2. Scores below basic level on Local Assessments</li> <li>3. Scores below minimum on approved classroom assessments</li> <li>4. Less than 90 percent attendance</li> </ol>

If a student is identified as performing below the minimum standard for promotion, the teacher will call an SST meeting and make a recommendation for retention. The teacher’s evaluation shall be provided to and discussed with the student’s parents/guardians and the Executive Director/Principal before any final determination of retention or promotion.

The student shall be retained in the student’s current grade level unless the student’s regular classroom teacher determines, in writing, that retention is not the appropriate intervention for the student’s academic deficiencies. This determination shall specify the reasons that retention is not appropriate for the student and shall include recommendations for interventions other than retention that, in the opinion of the teacher, are necessary to assist the student in attaining acceptable levels of academic achievement.

If the teacher’s recommendation to promote is contingent on the student’s participation in a summer school or interim session remediation program, if available, the student’s academic performance shall be

reassessed at the end of the remediation program, and the decision to retain or promote the student shall be reevaluated at that time.

If the student has more than one regular classroom teacher, the Executive Director/Principal or designee shall specify the teacher(s) responsible for the recommendation to promote or retain the student.

## **EDISON BETHUNE CHARTER ACADEMY**

### **STUDENT USE OF TECHNOLOGY POLICY**

The Board of Directors of Edison Bethune Charter Academy (“EBCA” or the “Charter School”) finds that new technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. The Charter School offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. By its adoption of this Policy, the Board intends that technological resources provided by the Charter School be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

#### **Educational Purpose**

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

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

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

#### **Notice and Use**

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

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

#### **Safety**

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

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

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

The Executive Director/Principal or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.<sup>1</sup> Students are expected to follow safe practices when using Charter School technology.

---

<sup>1</sup> "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils, directed toward one or more pupils that has or can be reasonably predicted to have one or more of the following effects:

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

As used in connection with "bullying," an "electronic act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.

EBCA advises students:

1. To never share passwords, personal data, or private photos online.
2. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
3. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
4. To consider how it would feel receiving such comments before making comments about others online.

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

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

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

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

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

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

### ACCEPTABLE USE AGREEMENT

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

1. **Security.** Students shall not impair the security of Charter School technology resources. Students are expected to:
  - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
  - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff, employees, officers, directors or volunteers shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The student and parent/guardian agree not to hold the Charter School or any Charter School staff, employees, officers, directors or volunteers responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless the Charter School, Charter School staff, employees, officers, directors and volunteers for any damages or costs incurred. Parents/guardians are required to supervise and monitor their child's use of EBCA 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 EBCA equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.
4. **Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate Charter School policy or local law. These include but are not limited to:
  - a. Playing games or online gaming.
  - b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
  - c. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.



- d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
  - e. Conducting any activity that is in violation of Charter School policy, the student code of conduct or local, state or federal law.
  - f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
  - g. Conducting for-profit business.
  - h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
  - i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
  - j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
  - k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
- 5. No Expectation of Privacy.** Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. The Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.
- 6. Disruptive Activity.** Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
- 7. Unauthorized Networks.** Students may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
- 8. Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.
- 9. Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Student Use of Technology Policy and the Acceptable Use Agreement, please complete this form to indicate that you agree with the terms and conditions provided. The signature of both the student and parent/guardian are mandatory before access may be granted to the technologies available. This document, which incorporates the Use Procedure, reflects the entire

agreement and understanding of all parties. EBCA encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

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

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

Student Name (please print): \_\_\_\_\_ Grade: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**\_\_\_\_\_ For School Employees Only \_\_\_\_\_**

I have read, understand and agree to abide by the Student Use of Technology Policy and the Acceptable Use Agreement. I understand that the Charter School's policies, procedures, rules, and regulations which apply to students also apply to me as an adult user of the Charter School's technology, in addition to any separate policies governing employee use of technology.

Employee Signature: \_\_\_\_\_

Employee Name (Please Print) \_\_\_\_\_

## **EDISON BETHUNE CHARTER ACADEMY**

### **TRANSPORTATION SAFETY PLAN**

Because Edison Bethune Charter Academy (“EBCA” or the “Charter School”) provides transportation to or from a EBCA school activity, the EBCA Board of Directors (“Board”) approved the following transportation safety plan, which contains procedures for EBCA personnel to follow to ensure the safe transportation of students. A copy of this Plan will be kept at each EBCA school and will be made available upon request to an officer of the Department of the California Highway Patrol. Students shall be informed that any violation of EBCA policies and procedures, including violation of safety procedures on a school bus or school activity bus, could result in discipline pursuant to the EBCA discipline policy.

#### **Definitions**

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

#### **Determining Whether a Student Requires an Escort**

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

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

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

Boarding:

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

Exiting:

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

**Procedures for All Students to Follow as They Board or Exit a School Bus at EBCA or Other School Activity Location**

EBCA has created the following procedures to govern the safe entry and exit of all students at EBCA or other school activity location.

Boarding Buses at School Site or School Activity Location:

1. The school bus driver may not activate the flashing amber warning light system, the flashing red light signal system, and stop signal arm at any school.
2. The driver will monitor the students' entry onto the bus to ensure an orderly and safe entry for all students.

3. The group of students, along with the teacher(s) and any other adult personnel attending a school activity, shall assemble in an area away from the school bus to wait. When the students are ready to load, the EBCA staff shall inform the driver, and the driver will begin the boarding process.
4. Upon completion of the boarding process, the driver will proceed with the bus evacuation and safety presentation, described below. This shall include an explanation and demonstration of all emergency exits, first aid kits, fire extinguishers, etc.
5. Upon completion of the presentation, the driver shall have the EBCA teacher or head chaperone sign a trip sheet, acknowledging the presentation has been given. The driver will then depart when safe to do so.

**Exiting Buses at School Site or School Activity Location:**

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

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

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

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

1. Before leaving the school site for a school activity, the EBCA teacher/head chaperone for the trip shall ensure he/she has a copy of the class roster with all student names.
2. Once the bus reaches the destination, a EBCA teacher/head chaperone shall be the first person off the bus and will note each student who exits the bus by comparing the exiting students against the class roster.
3. A EBCA staff member/chaperone shall be the last person to exit the bus at each stop to ensure no students are on left board. Before exiting the bus, the staff member/chaperone will walk up the aisle, checking each seat and area on the floor by each seat to ensure no students are present.

4. Once all students and staff/chaperones have exited the bus, but before leaving for the designated activity, the EBCA teacher/head chaperone will conduct another roll call by calling out each student's name and waiting for verbal and visual confirmation from the student that he/she is present.
5. The EBCA teacher/head chaperone will discuss with the bus driver a way to contact each other in the event it is later discovered a student is still on the bus.

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

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

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

EBCA shall ensure that all students in kindergarten through grade 12 who are transported in a school bus or school activity bus receive instruction in school bus emergency procedures and passenger safety.

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

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

1. A list of school bus stops near the student's home;
2. General rules of conduct at school bus loading zones, such as:
  - a. While waiting for the school bus to arrive, students must stand single file in an orderly and well-behaved line;
  - b. Students are not to play in or be in the street or private property
  - c. Students shall be on the proper side of the street before the bus arrives at the bus stop;
  - d. Students should arrive at their bus stop five minutes prior to the scheduled leaving time;
  - e. If the student is late and needs to cross the street that the bus is stopped on, he/she must wait for the bus driver to escort him/her across the street;
  - f. Students should not approach the bus until it comes to a complete stop at the stop;
  - g. Students should board and exit the bus in an orderly fashion, with no pushing or shoving;
  - h. Students should understand the bus driver is in charge at all times, and students should follow his/her directions;
  - i. The driver will immediately activate the red flashing crossover lights and stop arm if so equipped;

- j. Animals, birds, reptiles, fish, insects, breakable containers, weapons, or any object or substance that could be hazardous will not be transported on the bus.
3. Red light crossing instructions, consistent with this Plan;
4. School bus danger zone(s);
5. Walking to and from school bus stops.

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

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

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

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

Pursuant to Vehicle Code section 34501.6, EBCA is required to adopt procedures that limit the operation of school buses and school activity buses when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home to school transportation service. Bus drivers of school activity buses shall have the authority to discontinue school activity bus operation if the driver determines that it is unsafe to continue operation because of reduced visibility.

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

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