



**Mandatory Annual Notice Guide to Families
TABLE OF CONTENTS**

Part I: Annual Notices -----	3
Animal Dissections-----	3
Availability of Prospectus-----	3
Cal Grant Program Notice-----	3
Campus Search and Seizure-----	3
Concussion/Head Injuries-----	4
Diabetes-----	4
Digital Citizenship Agreement for Computer Network and Internet Use-----	5
Earned Income Tax Credit Information Act Communication-----	9
Education of Foster and Mobile Youth-----	10
Education of Homeless Children and Youth-----	17
English Learners-----	21
Firearm Access Prevention-----	21
Free Application for Federal Student Aid (FAFSA)-----	22
Human Trafficking Prevention-----	23
Immunizations-----	23
Involuntary Removal Process-----	25
Lost or Damaged School Property-----	26
Mental Health Services-----	27
Nondiscrimination Statement-----	28
Nutritionally Adequate Free or Reduced Price Meals (Universal School Meals)-----	30
Opioid Information Sheet-----	30
Oral Health Assessment-----	32
Parent and Family Engagement Policy-----	32
Physical Examinations and Right to Refuse-----	32
Pregnant and Parenting Students-----	33
Recording of Virtual Classes and Seminars-----	33
Right to Ask for Teacher Qualification Information-----	34
School Bus and Passenger Safety-----	34
School Safety Plan-----	35
Section 504-----	35

Sexual Health Education-----	35
Special Education /Students with Disabilities-----	36
State Testing-----	36
School Accountability Report Card (SARC)-----	37
Student Records, including Records Challenges and Student/Directory Information-----	37
Sudden Cardiac Arrest Prevention and Automated External Defibrillators-----	41
Surveys About Personal Beliefs-----	41
Theft Disclaimer-----	41
Tobacco-Free Schools-----	41
Uniform Complaint Procedure (“UCP”)-----	42
Use of Student Information Learned from Social Media-----	45
Williams Complaint Annual Notice-----	46
Part II: Complete Policies-----	47
School Wellness Policy-----	47
Professional Boundaries: Staff/Student Interaction Policy-----	49
Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy-----	52
Title I, Part A School-Parent Compact 2024-----	68

Part I: Annual Notices

Animal Dissections

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

Availability of Prospectus

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

Cal Grant Program Notice

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

Campus Search and Seizure

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

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

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by school officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device. If the Charter School has a good faith belief that the device is lost, stolen, or abandoned, the Charter School may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.

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

Concussion/Head Injuries

A concussion is a brain injury that can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Because the Charter School has elected to offer an athletic program, we must immediately remove from a school-sponsored athletic activity for the remainder of the day an athlete who is suspected of sustaining a concussion or head injury during that activity. The athlete may not return to that activity until the athlete is evaluated by, and receives written clearance from, a licensed healthcare provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than 7 days in duration under the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet must be signed and returned by the athlete and the athlete's parent or guardian before the athlete initiates practice or competition. This requirement does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course.

Diabetes

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

1. A description of type 1 diabetes.
2. A description of the risk factors and warning signs associated with type 1 diabetes.
3. A recommendation that parents or guardians of students displaying warning signs associated with type 1 diabetes should immediately consult with the student's primary care provider to determine if immediate screening for type 1 diabetes is appropriate.
4. A description of the screening process for type 1 diabetes and the implications of test results.

5. A recommendation that, following a type 1 diagnosis, parents or guardians should consult with the student's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

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

<https://www.cde.ca.gov/ls/he/hn/type1diabetes.asp>. Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

The Charter School provides information regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. Information is provided directly to families as well as available on the Health Services [webpage](#). The information includes, but is not limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

A copy of the information sheet regarding type 2 diabetes is available at:

<https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp>.

Please contact the school nurse's office if you need a copy of this information sheet or if you have any questions about this information sheet.

Digital Citizenship Agreement for Computer Network and Internet Use

1. The Charter School believes that providing access to technology enhances the educational experience for students. Springs will use technology as a part of our regular curriculum. Furthermore, our school will use this technology to ensure that every grade level at Springs implements an approved curriculum to teach Digital Citizenship and Internet Safety.
2. Notify a teacher or an administrator immediately if they believe their student account has been compromised.

Access technology only with their Springs-issued account and not to allow others to use To ensure students can access these resources, every student will be issued a unique username and password. This username and password will be shared with families, so that families may learn alongside students from home throughout the year. However, student use of school computers, Google Accounts (including Google Apps for Education and others), instant messaging systems, 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:

Security

Students shall not impair the security of Springs technology resources. Students are expected to:

1. Safeguard all personal passwords. Students should not share passwords with others.
2. Notify a teacher or an administrator immediately if they believe their student account has been compromised.
3. Access technology only with their **Springs-issued** account and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.

Authorized Use

Students may use Springs technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the classroom), and for other educational purposes. The only allowable uses are for classroom activities, research in academic subjects, career or professional development activities, Springs-approved personal research activities, or other purposes as defined by Springs.

Protection Measures

While Springs is able to exercise reasonable control over content created and purchased by the Springs, it has limited control over content accessed via the internet and no filtering system is 100% effective. Springs and its staff, officers or directors shall not be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. The student and parent agree not to hold the Springs or any Springs staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They also agree to indemnify and hold harmless Springs and Springs personnel for any damages or costs incurred as a result of the student's violations of copyright restrictions, or user mistakes or negligence.

Inappropriate Use

Springs 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 Springs technology primarily for educational purposes. Students shall **not** use Springs technology or equipment for personal activities or for activities that violate school policy or local law. These include, but are not limited to:

1. Playing non-educational games
2. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights
3. Installing software on Springs equipment without the permission of a teacher or other authorized Springs staff person
4. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material

5. Conducting any activity that is in violation of school policy, the student code of conduct or local, state or federal law
6. 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
7. Participating in political activities in violation of the law
8. Conducting for-profit business
9. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Springs's network
10. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits
11. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures. Accessing or attempting to access material or systems on the network that the student is not authorized to access.

No Expectation of Privacy

Students acknowledge that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Springs and provided to students for educational purposes. The Springs may 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 Springs reserves the right to access email accounts, search histories, stored computer records and communications, files, and other data stored on Springs equipment or sent over Springs networks. Such communications, files, and data are not private; during inspection of Springs equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.

Disruptive Activity

Students should not intentionally interfere with the performance of the Springs network or intentionally damage any Springs technology resources.

Unauthorized Networks

Students may not create unauthorized wireless networks to access the Springs network. This includes establishing wireless access points, wireless routers and open networks on personal devices.

Google Apps for Education

Springs utilizes Google Apps for Education, Google Meet, and, Zoom for students, teachers, and staff. This technology allows Springs to create an integrated online forum, in which students, parents, and teachers can communicate and collaborate on school-related projects in a single space. As with any educational endeavor, a strong partnership with families is essential to a successful experience.

The following services are available to each student and hosted by Google as part of the Springs's online presence in Google Apps for Education:

- Google Docs - Word Processing
- Google Sheets - Spreadsheet
- Google Slides - Presentations
- Google Drive - Document and file Storage Calendar
- Google Calendar - An individual calendar providing the ability to organize and share schedules, daily activities, and assignments.
- Google Sites - an individual and collaborative website creation tool.
- Google Mail (for grades 2-12) - an individual internal email account for school use managed, monitored, and filtered by Springs.
- Google Meet - Online meeting platform to collaborate with teachers and peers

Using these tools, students collaboratively create, edit, and share files and websites for school related projects and communicate via email with other students and teachers. No emails to or from outside accounts can be accessed by students through their email accounts. Springs will assign students a username, email account, and password, and Springs always has access to student's email accounts, consistent with school policy. Parents are encouraged to change their students password when the account is first assigned to the student, and from time to time thereafter, in order to keep the students account secure.

These services are entirely online and available 24/7 from any Internet-connected computer. Examples of student use include showcasing class projects, building an electronic portfolio of school learning experiences, and working in small groups on presentations to share with others. The Google Apps for Education Account is intended to temporarily store classwork, assignments, and projects, and it will not be used to store educational records. Accordingly, at the end of the school year, the emails, projects, and information stored in a student's Google Apps for Education Account will be deleted, consistent with school policy.

Google Apps for Education use at Springs is governed by the Children's Online Privacy Protection Act (COPPA). COPPA applies to commercial companies and limits their ability to collect personal information from children under

COPPA

COPPA defines "personal information" as the name, home address, online contact information, a screen or user name, telephone number, social security number, a photograph, video or audio file that contains the child's voice, a persistent identifier that can be used to recognize the user over time and across different websites, and geolocation information. No personal student information is collected by Google or Springs for commercial purposes as part of the Google Apps for Education usage at Springs. By default, advertising is turned off for Springs's presence in Google Apps for Education. Google may access students' Google Apps

for Education accounts to provide software and program updates, but Google does not have access to any student demographic, grade, or other personally identifiable information stored in Springs's PowerSchool Student Information System. This permission form allows the school to act as an agent for parents in the collection of information within the school context by persons on behalf of Google. The school's collection and use of student information is solely for education purposes, and will not be used for any commercial or advertising purposes by Google, in compliance with the law. Student information that is "collected" by Google is described as projects, documents, email, files, username and password. For more information, please visit:

<http://www.business.ftc.gov/documents/0493-Complying-with-COPPA-Frequently Asked Questions>

Monitoring

Springs partners with GoGuardian to help School Staff and Administration monitor the use of information technology resources and to help ensure that users are secure and conform to this policy. Student accounts are monitored 24 hours a day 7 days a week, even when students are not present on a Springs campus or Network. Monitoring also takes place when a student is logged in to their Springs account while using a personal device not issued or owned by Springs. Administration and school personnel will respond to electronic monitoring when school is "in session" which includes Monday through Friday from 8:00am to 4:00 pm. Electronic monitoring alerts that occur during evenings and weekends, when school is in session, will be responded to the following school day. Electronic monitoring alerts will not be monitored during the summer months, when school is not in session. Administrators reserve the right to examine, use and disclose any data found on the School's equipment and networks in order to further the health, safety, discipline or security of any student or other person, or to protect property. They may also use this information in disciplinary actions, and will furnish evidence of a crime to law enforcement. Students who violate this Agreement will be subject to discipline, which may include loss of access to Springs technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.

Earned Income Tax Credit Information Act Communication

The California Revenue and Taxation Code (RTC) Section 19853(b) requires local educational agencies (LEA) that operate the National School Lunch Program to annually notify households about the Earned Income Tax Credit (EITC) Information Act.

The EITC is a benefit for working people with low to moderate income. In order to qualify for the EITC, households must meet certain requirements and file a tax return, even if taxes are not owed or households are not required to file. The EITC reduces the amount of tax households owe and may allow for a refund.

Based on your annual earnings, you may be eligible to receive the Earned Income Tax Credit from the Federal Government (Federal EITC). The Federal EITC is a refundable federal income tax credit for low-income working individuals and families. The Federal EITC has no effect on certain welfare benefits. In most cases, Federal EITC payments will not be used to determine eligibility for Medicaid, Supplemental

Security Income, food stamps, low-income housing, or most Temporary Assistance For Needy Families payments. Even if you do not owe federal taxes, you must file a federal tax return to receive the Federal EITC. Be sure to fill out the Federal EITC form in the Federal Income Tax Return Booklet. For information regarding your eligibility to receive the Federal EITC, including information on how to obtain the Internal Revenue Service (IRS) Notice 797 or any other necessary forms and instructions, contact the IRS by calling 1-800-829-3676 or through its website at www.irs.gov.

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

Education of Foster and Mobile Youth

Definitions

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

1. “Foster Youth” means any of the following:
 - a. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code (“WIC”) section 309 (whether or not the child has been removed from the child’s home by juvenile court).
 - b. A child who is the subject of a petition filed pursuant to WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
 - c. 3. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
 - i. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
 - ii. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
 - iii. The nonminor is participating in a transitional independent living case plan.
 - d. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.¹
 - e. A child who is the subject of a voluntary placement agreement, as defined in WIC section

¹ The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

11400.

2. "Former juvenile court school students" refers to a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School, excluding a school district operated by the Division of Juvenile Justice of the Department of Corrections and Rehabilitation, from a juvenile court school.
3. "Child of a military family" refers to a student who resides in the household of an active duty military member.
4. "Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
5. "Student participating in a newcomer program" means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

Within this notice, foster/juvenile court youth, former juvenile court school students, a child of a military family, a currently migratory child, and a student participating in the newcomer program will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent/guardian."

Education Foster and Mobile Youth Liaison

The Executive Director or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Mary McDaniel
Coordinator
(951) 225-7749
mary.mcdaniel@springscs.org

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

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.

2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

School Stability

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

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking re-enrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g. producing medical records or academic records from a previous school)).

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

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

Graduation Requirements

Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and students participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is

reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption. In the case of a student participating in a newcomer program, enrollment in grade 11 or 12 based on the average age of students in the third or fourth year of high school may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the parent/guardian, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's parent/guardian/educational right holder

The consultation shall include all of the following:

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

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

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

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a child of a military family, a currently migratory child or a student participating in a newcomer program.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's additional graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Consult with the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Consult with the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

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

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

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

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

Charter School shall provide notification of the availability of these options. The pupil (if not a minor) or the educational rights holder shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

Acceptance of Course Work

The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken

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

Student Records

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

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

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

Discipline Determinations

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

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is

discretionary, the Charter School will invite the student’s attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance

A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School’s Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available in the Parent / Student Handbook and upon request at the administration office.

Reporting Requirements

The charter School shall report to the California Department of Education (“CDE”) annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School’s graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data. For purposes of this subdivision, “pupil category” means the categories of pupils identified in the “Definitions” section of this Policy, above.

Availability of Complete Policy

For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School’s complete At Risk Transient Students policy shall be provided at the time of enrollment. A copy of the complete Policy is available in the Parent / Student Handbook and upon request at the administration office.

Education 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 (42 U.S.C. § 11434a):

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

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

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

Mary McDaniel
Coordinator
(951) 225-7749
mary.mcdaniel@springscs.org

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

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

their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

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

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

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

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

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

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

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

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

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

English Learners

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

Firearm Access Prevention

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

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

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without

the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; **or** (3) unlawfully brandishes the firearm to others.^[1]

Note: The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.

- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor **never** actually accesses the firearm.^[2]
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.^[3]
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.^[4]

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

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

^[1] See California Penal Code sections 25100 through 25125 and 25200 through 25220.

^[2] See California Penal Code section 25100(c).

^[3] See California Civil Code Section 29805.

^[4] See California Civil Code Section 1714.3.

[Free Application for Federal Student Aid \(FAFSA\)](#)

The Charter School shall ensure that each of its students receives information on how to properly complete and submit the 1) Free Application for Federal Student Aid (FAFSA) or, 2) the California Dream Act Application, as appropriate, at least once before the student enters 12th grade. The Charter School will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

- The FAFSA form and information regarding the FAFSA are available at:
 - <https://studentaid.gov/h/apply-for-aid/fafsa>
- The California Dream Act Application and information regarding the California Dream Act is available at:
 - <https://www.csac.ca.gov/post/resources-california-dream-act-application>

Human Trafficking Prevention

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

In accordance with the California Healthy Youth Act, Springs the Charter School will provide age appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. Parents/Guardians have the right to excuse their children from all or part of instruction on the prevention of human trafficking.

An opt-out form is available in the main office for your convenience. Your consent for this instruction is NOT required. If your teacher, principal, or other program administrative staff does not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available at the administration office.

Immunizations

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

These required immunizations include:

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

Exemptions from Immunization Requirements

All students must be fully immunized in accordance with the California Health and Safety Code, the California Code of Regulations, and this Policy 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 Sections 120370-120372.
 - a. Commencing January 1, 2021, the CDPH standardized medical exemption form shall be the only documentation of a medical exemption that Springs shall accept.
 - b. On and after July 1, 2021, Springs shall not unconditionally admit or readmit, or admit or advance any student to 7th grade, unless the student has been fully immunized or files a CDPH standardized medical exemption form as required by law.
 - c. Medical exemptions remain valid until the earliest of: 1) the child’s enrollment in the next grade span, as defined below; 2) the expiration date specified in a temporary medical exemption, which shall not exceed one year; or 3) revocation of the exemption pursuant to Health and Safety Code Section 120372.
2. Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction.
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 Springs, shall be allowed to enroll at the Charter School without being fully immunized until the student enrolls in the next grade span, as defined below, pursuant to Health and Safety Code Section 120335(g).

“Grade span” means each of the following:

1. Birth to Preschool.
2. Kindergarten and grades 1 to 6, inclusive, including transitional kindergarten.
3. Grades 7 to 12, inclusive.

If there is good cause to believe that a child has been exposed to a disease listed in Health and Safety Code Section 120335(b) and the child’s documentary proof of immunization status does not show proof of immunization against that disease, that child may be temporarily excluded from Springs until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.

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 the parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the student will be disenrolled effective the date of the hearing.

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

Lost or Damaged School Property

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars (\$10,000) adjusted annually for inflation.

If the material was damaged, destroyed or lost there must be written documentation by either the Education Specialist or Director stating why the damage, destruction or loss was willful. For the purposes of this policy, willful is defined as "done deliberately, especially with the intention of harming." Losing materials is considered willful.

After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, the Charter School may withhold the student's grades, transcripts, and

diploma (if the student is in high school) until the damages have been paid. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and diploma (if the student is in high school) will be released.

Mental Health Services

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

Available on Campus:

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. The Charter's Guidance office can also be reached at (951) 252-8833. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to contact your site/program to request an evaluation.
- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact the front office of your student's academy or the school nurse directly by email at school.nurse@springscs.org.

Available in the Community:

Riverside County

- Riverside County Department of Mental Health Department: (951) 955-7270
- Riverside County Department of Mental Health Children's Services: (951) 358-4840
- Riverside County Department of Mental Health- Homeless Program: (951) 509-2499 or 24 hour hotline: (951) 955-8000
- Help Line: (951) 686-HELP or 24 hour hotline: 530-891-2810

San Bernardino County

- San Bernardino County Behavioral Health 24 hour mental health hotline: (888) 743-1478
- Suicide Prevention Center: (800) 273-8255

San Diego County

- San Diego County Behavioral Health Services: (888) 724-7240
- East County Behavioral Health Clinic crisis line: (619) 448-9700

Orange County

- OC Health Care Agency, Mental Health and Recovery: (855) 625-4657
 - 24 hour suicide prevention lifeline: (800) 273-TALK (8255)
 - Teen Line: (800) 852-8336 from 6 p.m. – 10 p.m. (Off-hours covered by the Suicide Prevention Crisis Line above)

Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at (800) 273-8255.
- Alternative to Domestic Violence: (800) 339-7233
- Cocaine Hotline: (800) 252-6465
- National Alcohol/Drug Abuse Hotline: (800) 252-6465
- ASAP Family Treatment: (800) 367-2727
- Substance Abuse Helpline: (800) 662-4357
- Stop Smoking Hotline: (800) No-Butts (662-8887)
- Child Abuse: (800) 442-4918
- Hepatitis Helpline: (800) 390-1202
- STD (Sexually Transmitted Diseases) National Hotline: (800) 227-8922
- National Information Center for Children and Youth with Disabilities: (800) 695-0285
- Teen Helpline: (800) 400-0900
- National Breast Cancer Hotline: (800) 221-2141; Espanol: (800) 986-9505
- The Trevor Project (This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24): Available at: (866) 488-7386 or visit <https://www.thetrevorproject.org/>.
- Big Brothers/Big Sisters of America (This organization is a community- based mentorship program.) Community specific information can be found online at: <https://www.bbbs.org> or (813) 720-8778.
- 24/7 Homeless Emergency Action Response Team (HEART): (877) 4-RUN-AWAY
- 24/7 Disaster Distress Helpline: (800) 985-5990 or TEXT TalkWithUs to 66746

Nondiscrimination Statement

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

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

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

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

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

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability). The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures (“UCP”) Compliance Officer:

Natali South, Senior Director
(951) 252-8800
natali.south@springscs.org

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

Nutritionally Adequate Free or Reduced Price Meals (Universal School Meals)

The Charter School shall provide two (2) nutritionally adequate meals to each student who requests a meal without consideration of the student’s eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free meal per meal service (breakfast and lunch) each school day on which the student is scheduled for two or more hours of educational activities at a school site, resource center, meeting space or other satellite facility operated by the Charter School. This shall apply to all students in kindergarten through grade twelve (12). Applications for federal meal reimbursement are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form. Completed application forms can be returned to the main office.

A copy of the complete Policy is available upon request at the main office. The Charter School also maintains a School Wellness Policy pursuant to state and federal requirements and can be found at the end of this document.

Opioid Information Sheet

The Charter School annually provides each CIF athlete with an Opioid Factsheet for Patients published by the Centers for Disease Control and Prevention. The athlete and, if the athlete is 17 years of age or younger, the athlete’s parent or guardian shall sign a document acknowledging receipt of the Opioid Factsheet for Patients and return that document to the Charter School before the athlete initiates practice or competition. The fact sheet is available at:

<https://www.cdc.gov/drugoverdose/pdf/AHA-Patient-Opioid-Factsheet-a.pdf>

Prescription Opioids

Prescription opioids may be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your healthcare provider to make sure you are getting the safest, most effective care.

WHAT ARE THE RISKS AND SIDE EFFECTS OF OPIOID USE?

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death.

The use of prescription opioids can have a number of side effects as well, even when taken as directed:

- Tolerance – meaning you might need to take more of a medication for the same pain relief.
- Physical dependence – meaning you have symptoms of withdrawal when a medication is stopped.

- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

RISKS ARE GREATER WITH:

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Pregnancy

Avoid alcohol while taking prescription opioids. Also, unless specifically advised by your healthcare provider, medications to avoid include:

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids

KNOW YOUR OPTIONS

Talk to your health care provider about ways to manage your pain that don't involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider
- Work together to create a plan on how to manage your pain
- Talk about ways to help manage your pain that don't involve prescription opioids
- Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
- Never sell or share prescription opioids
- Never use another person's prescription opioids
- Store prescription opioids in a secure place and out of reach of others including visitors, children, friends, and family.
- Safely dispose of unused prescription opioids: Find your community drug take-back program or

your pharmacy mail-back program, or flush them down the toilet, following guidance from the Food and Drug Administration (www.fda.gov/Drugs/ResourcesForYou).

- Visit www.cdc.gov/drugoverdose to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

Be Informed! Make sure you know the name of your medication, how much and how often to take it, and its potential risks and side effects.

For more information, visit: www.cdc.gov/drugoverdose/prescribing/guideline.html

Oral Health Assessment

Students enrolled in kindergarten in a public school or while enrolled in first grade if the student was not previously enrolled in kindergarten in a public school are required to have an oral health assessment completed by a dental professional. Please contact the main office if you have questions about this requirement.

Parent and Family Engagement Policy

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

Physical Examinations and Right to Refuse

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

A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Executive Director a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized

contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

Pregnant and Parenting Students

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

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

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

Natali South
Senior Director
(951) 252-8800
natali.south@springscs.org

A copy of the UCP is available on our website or upon request at the administration office.

Recording of Virtual Classes and Seminars

Guardians acknowledge the limitations on mine and my child’s expectations of privacy during virtual classes and seminars. This is notification that:

1. Springs may record virtual classes and seminars and post these recordings on Canvas or on another Springs virtual classroom platform for use by students in the class who might benefit from accessing the instruction at a later time. My child’s name, voice, personal image or other personal

information may appear in these recordings.

2. I understand that if I do not want my child to be on camera during the recorded class or seminar, I or my child may turn the child's camera off during the class or seminar. I understand that if I do not want my child's full name to appear as a listed participant during the recorded class or seminar, I or my child may change my child's listed participant name to initials. I understand that by joining the class or seminar with the camera turned on, remaining on-screen during the class or seminar and/or not changing your child's listed participant name to initials, my child and I are consenting to being video recorded and having the student's name appear as a participant in the recording.
3. No counseling or special education services provided in a group session will be recorded.
4. The recordings will only be available during the course of the class and for a maximum period of one semester. Springs shall remove and delete the posted recordings at the end of each semester or more frequently.
5. The posted recordings will only be accessible via a secure Springs portal with student login/password information. The recordings will not be posted for general public access.
6. No individual is permitted to photograph, video or audio record, or screenshot any Springs virtual class or seminar, or any recording thereof, without express written permission from the Superintendent or the Superintendent's designee.

Right to Ask for Teacher Qualification Information

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

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

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the Executive Director at (951) 252-8800 to obtain this information.

School Bus and Passenger Safety

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

School Safety Plan

The Charter School has established a Comprehensive School Safety Plan for each school site location. The Plan is available upon request at the School Site Office.

Section 504

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

Guidance Department

guidance@springscs.org

(951) 252-8833

Sexual Health Education

The Charter School offers comprehensive sexual health education to its students in grades 7-12. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

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

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions

about the student’s attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent (“opt-out”) process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

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

Special Education /Students with Disabilities

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The Charter School provides special education instruction and related services in accordance with the Individuals with Disabilities Education Improvement Act (“IDEA”), Education Code requirements, and applicable policies and procedures of the El Dorado Charter SELPA and/or Riverside County SELPA. These services are available for special education students enrolled at the Charter School. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The Charter School collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact your student's personalized learning teacher.

State Testing

The Charter School shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress [“CAASPP”].) Notwithstanding any other provision of law, a parent’s or guardian’s written request to Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, parents have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

School Accountability Report Card (SARC)

The purpose of the SARC is to provide parents and the community with important information about each school. A SARC can be an effective way for a school to report on its progress in achieving goals. The public may also use a SARC to evaluate and compare schools on a variety of indicators. School report cards must be updated annually and published by February 1. Parents with Internet access can view the charter's SARC from the school website at www.springscs.org. A hard copy of the school's SARC will be made available upon request at the administrative office.

Student Records, including Records Challenges and Student/Directory Information

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

1. The right to inspect and review the student's education records within five (5) business days after the day the Charter School receives a request for access. Parents or eligible students should submit to the Charter School Executive Director, or designee, a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the Charter School to amend a record should write the Charter School's Executive Director or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the record as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible student, the Executive Director must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

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

One exception, which permits disclosure without consent, is disclosure to Charter School officials

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

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

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

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

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

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

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

education records of a student without obtaining prior written consent of the parents or the eligible student to the following parties:

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at the parent or eligible student's last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, the Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or non related extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School discloses the final

results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed.

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

1. Student’s name
2. Student’s address
3. Parent’s/guardian’s address
4. Telephone listing
5. Student’s electronic mail address
6. Parent’s/guardian’s electronic mail address
7. Photograph/video
8. Date and place of birth
9. Dates of attendance
10. Grade level
11. Participation in officially recognized activities and sports
12. Weight and height of members of athletic teams
13. Degrees, honors, and awards received
14. The most recent educational agency or institution attended
15. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student’s social security number, in whole or in part, cannot be used for this purpose.)

Instances of the school’s usage of directory information may include marketing pieces showcasing student achievements, sharing anonymized data to establish trends and outcomes, yearbook production, etc. The school does not nor does it intend to create, publish, or publicly make available a contact “directory”.

If you do not want the Charter School to disclose directory information from your child’s education records please indicate as such on the Annual Student Registration Packet. If you have questions, please contact:

Student Records Department
(951) 252-8811
student.records@springscs.org

A copy of the complete Policy is available upon request at the administration office.

Sudden Cardiac Arrest Prevention and Automated External Defibrillators

The Charter School is invested in the health of its athletes, especially their heart health. Sudden cardiac arrest (“SCA”) is when the heart stops beating, suddenly and unexpectedly. Those wishing to participate in athletics at the Charter School, must review the information sheet on sudden cardiac arrest via this link : <https://www.cdc.gov/dhbsp/docs/cardiac-arrest-infographic.pdf>. The Charter School provides portable AED machines to all CIF Coaches and have AED machines located on all of our campuses and offices. We also provide CPR/AED/First Aid Certification Training to all coaches, & pertinent staff at all of our sites and offices.

Surveys About Personal Beliefs

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

Theft Disclaimer

Springs Charter Schools are not responsible for stolen, lost, or damaged items. Each individual student is responsible for their property and for school items checked out to them. We make every attempt to secure property but are not responsible for any personal belongings including, but not limited to, clothing, backpacks, cell phones, money, computers, and other equipment.

Tobacco-Free Schools

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking and the breathing of secondhand smoke. The Charter School provides instructional programs designed to discourage students from using tobacco products. The Charter School’s Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with the goals of the Charter School to provide a healthy environment for students and staff.

In the best interest of students, employees, and the general public, the Board therefore prohibits the use of tobacco products at all times on Charter School property and in Charter School vehicles . This prohibition applies to all employees, students, visitors, and other persons at school or at a school-sponsored activity or athletic event. It applies to any meeting on any property owned, leased, or rented by or from the Charter School.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Smoking or use of any tobacco-related product is also prohibited within 250 feet of the youth sports event in the same park or facility where a youth sports event is taking place. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

The Executive Director or designee shall inform students, parents/guardians, employees, and the public about this policy. All individuals on Charter School premises share in the responsibility of adhering to this policy. Additionally, the Charter School will post signs stating "Tobacco use is prohibited " prominently at all entrances to school property.

Uniform Complaint Procedure (“UCP”)

The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. The Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure (“UCP”) adopted by our Governing Board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.

2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant, Parenting or Lactating Students;
 - Adult Education;
 - Career Technical and Technical Education;
 - Career Technical and Technical Training;
 - Child Care and Development Programs;
 - Consolidated Categorical Aid;
 - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
 - Every Student Succeeds Act;
 - Migrant Education Programs;
 - Regional Occupational Centers and Programs;
 - School Safety Plans; and/or
 - State Preschool Programs.

3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to pupil fees may be filed with the Superintendent or the Compliance Officer identified below.

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

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations (“C.F.R.”) sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations (“C.C.R.”) sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated.

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

Natali South, Senior Director
 27740 Jefferson Avenue, Temecula, CA 92590
 (951) 252-8800
natali.south@springscs.org

Only complaints regarding pupil fees or LCAP compliance may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees or LCAP.

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

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

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

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

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

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

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

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

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

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

A Uniform Complaint Procedure form can be found on our school website or by clicking [here](#).

Use of Student Information Learned from Social Media

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

information or corrections made to information gathered or maintained by the Charter School by contacting the Executive Director.

Williams Complaint Annual Notice

The school will provide sufficient textbooks and instructional materials. That means each pupil/student, including English Learners, must have a textbook or instructional materials, or both, to use in class and to take home.

School facilities must be clean, safe, and maintained in good repair.

There should be no teacher vacancies or mis-assignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English Learners if present.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

A complaint form may be obtained at the school office or downloaded from the school's website. Sample Williams Complaint Forms in English and in other languages are also available from the California Department of Education website.

Part II: Complete Policies

School Wellness Policy

The Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for students. The Executive Director/designee shall coordinate and align school efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Executive Director/designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

School Health Council/Committee

The Executive Director/designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, school staff, and members of the public to participate in the development, implementation, periodic review and update of the school's Local School Wellness Policy (LSWP).

The school's Charter Advisory Council (CAC) will be utilized to fulfill this requirement. The CAC shall conduct public hearings to solicit input from stakeholders and may also invite participation of other groups or individuals, such as health educators, curriculum directors, counselors, health practitioners, and/or others interested in school health issues.

Goals for Nutrition, Physical Activity, and Other Wellness Goals

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by school staff, teachers, parents, students and the community.

The charter will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion will occur through:

Implementing evidence-based healthy food promotion techniques through the school meal programs using marketing and merchandising techniques; and

Ensuring foods and beverages promoted to students during the school day meet the USDA Smart Snacks in School nutrition standards.

The charter will teach, model, encourage and support healthy eating by all students. The school will provide nutrition education and engage in nutrition promotion that is designed to provide students with the knowledge and skills necessary to promote and protect their health.

The charter's nutrition education and physical education programs shall be based on research, consistent with the expectations established in the state's curriculum frameworks and content standards, and designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program.

Professional development shall be regularly offered to health education and physical education teachers, coaches, activity supervisors, food services staff, and other staff as appropriate to enhance their health knowledge and skills.

The Executive Director/designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and may also be provided through school athletic programs, extra-curricular programs, programs encouraging students to walk or bicycle to and from the learning center, daily physical activity breaks, and other structured and unstructured activities.

In order to ensure that students have access to comprehensive health services, the charter may provide access to health services at or near the school and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

Nutritional Guidelines for Foods Available at School

All foods sold on each campus during the school day will meet nutritional guidelines and support the objectives of promoting student health and reducing childhood obesity.

The charter believes that foods and beverages sold to students should support the health curriculum and promote optimal health, taking into consideration the needs of students with special dietary needs. All foods and beverages sold to students during the school day, including foods and beverages provided through the food service program, student stores, vending machines, or other school venues, shall meet or exceed state and federal nutritional standards.

School marketing of food and beverage items must meet the federal competitive food and beverage standards called Smart Snacks in School (SSIS).

The school shall provide access to free potable water during meal times in the food service area and shall encourage students' consumption of water by educating them about the health benefits of water and serving water in an appealing manner.

School staff shall encourage parents/guardians or other volunteers to support the nutrition education program by adhering to the guidelines of the Local School Wellness Policy when selecting any snacks which they may donate for occasional class parties.

The Executive Director/designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes. He/she shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

Program Implementation and Evaluation

The Executive Director/designee shall ensure that each school site complies with this policy.

The Executive Director/designee shall inform and update the public, including parents/guardians, students, and others in the community, about the contents and implementation of this policy. He/she shall periodically measure and make available to the public an assessment of the extent to which the charter is in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy.

Posting Requirements

Each school shall post the Local School Wellness Policy in public view within all food service and central eating areas. The school shall also post a summary of nutrition and physical activity laws and regulations prepared by the California Department of Education.

Professional Boundaries: Staff/Student Interaction Policy

Board Policy: available on school website - Boards

Adopted: available on school website - Boards

Revised: available on school website - Boards

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

Corporal Punishment

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

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

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

Examples of PERMITTED actions (NOT corporal punishment)

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

Examples of PROHIBITED actions (corporal punishment)

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

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be

considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

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

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from the school
- Making or participating in sexually inappropriate comments
- Listening to or telling sexual jokes or jokes and/or comments with sexual double-entendre
- Seeking emotional involvement (which can include intimate attachment) with a student for your benefit
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student, in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Remarks about the physical attributes or development of anyone
- Excessive attention toward a particular student
- Sending electronic communications, such as chats, e-mails, text messages, pictures, social media instant or direct messages or responses, or letters to students if the content is not professional and does not pertain to school activities (Communication should be limited to School technology.)
- Being alone in a room with a student at school and with the door closed, unless otherwise required as part of a state mandated privileged conversation (such as a school counselor, school psychologist, school nurse, or mental health professional)
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues
- Using profanity with or to a student

- Being “friends” with a student on any personal or non-School social media website
- Allowing students in your home without signed parent permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or other responsible adults
- Giving students a ride to/from school or school activities without parent permission.

Acceptable and Recommended Staff/Student Behaviors

- Getting parents' written consent for any after-school activities on or off campus
- Obtaining formal written approval (from school site and parents) to take students off school property for activities such as field trips or competitions
- Engaging in communication with students that must be very professional, pertains to school activities or classes, and is easily accessible to the minor student's parent or legal guardian
- Keeping the door open when alone with a student
- Keeping reasonable space between you and your students
- Stopping and correcting students if they cross your own personal boundaries
- Refer students to the appropriate staff person that is trained to address their particular concerns
- Be aware of the legally protected confidentiality rights of students and parents
- Keeping your staff supervisor and student’s parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Asking for advice from senior staff or administrators if you find yourself in a difficult situation related to boundaries
- Involving your supervisor if a conflict arises with a student
- Informing your supervisor about situations that have the potential to become more severe
- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers
- Asking another staff member to be present if you will be alone with any student with special needs
- Asking another staff member to be present, when you must be alone with a student after regular school hours
- Giving students praise and recognition without touching them
- Giving pats on the back, high fives, and handshakes are acceptable
- Keeping your professional conduct a high priority
- Asking yourself if your actions are worth your job and career

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

Board Policy: available on school website - Boards

Adopted: available on school website - Boards

Revised: available on school website - Boards

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, Springs Charter Schools ("Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

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

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

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom Charter School does business, or any other individual, student, or volunteer. This Policy applies to all employee, student, and volunteer actions and relationships, regardless of position or gender.

Charter School will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

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

Springs Charter Schools Pupil Services

Lead Title IX Coordinator – (Students)

Jared McLeod – Senior Director

27740 Jefferson Avenue, Temecula, CA 92590

951-225-7717

jared.mcleod@springscs.org

Springs Charter Schools Human Resources Title IX Coordinator – (Staff)

Virginia Smith – Assistant Superintendent Human Resources

27740 Jefferson Avenue, Temecula, CA 92590

951-252-8870, 951-252-8877

virginia.smith@springscs.org

Definitions

Prohibited Unlawful Harassment

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

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106 *et seq.*) and California state law prohibit discrimination and harassment on the basis of sex. Under Title IX, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

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

In accordance with Title IX and California law, discrimination and harassment on the basis of sex in education institutions, including in the education institution’s admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by Charter School.

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

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when:

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

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

Sexual harassment may include, but is not limited to:

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

sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.

- o Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- o Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

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

Prohibited Bullying

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

1. Placing a reasonable student² or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
3. Causing a reasonable student to experience a substantial interference with the student's academic performance.
4. Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by Charter School.

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

² "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, 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.

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

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

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

harassment, a complainant must be participating in or attempting to participate in Charter School's education program or activity.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

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

1. Cyberbullying Prevention Procedures

Charter School 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.

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

2. Education

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

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

Charter School's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to

bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Springs Charter Schools informs Springs Charter Schools 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

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

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

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

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

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

Grievance Procedures

1. Scope of Grievance Procedures

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

- a. Are written and signed;

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

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, Charter School will utilize the following grievance procedures in addition to its UCP when applicable.

2. Reporting

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

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to a Coordinator listed above.

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

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

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

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

Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff, and any individual designated as a coordinator, investigator or decision-maker and any person who facilitates an informal resolution process will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

3. Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to the Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Charter School's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Charter School will maintain as confidential any supportive measures provided to the complainant or respondent, to

the extent that maintaining such confidentiality would not impair the ability of Charter School to provide the supportive measures.

4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of Springs Charter Schools, the Coordinator (or administrative designee) will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator (or administrative designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
 - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
 - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
 - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
 - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
 - A statement that Charter School prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.

- Emergency Removal
 - Charter School may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with Charter School's policies.
 - Charter School may remove a respondent from Charter School's education program or activity on an emergency basis, in accordance with Charter School's policies, provided that Charter School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
 - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.

- Informal Resolution
 - If a formal complaint of sexual harassment is filed, Charter School may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If Charter School offers such a process, it will do the following:
 - Provide the parties with advance written notice of:
 - The allegations;
 - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
 - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
 - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
 - Obtain the parties' advance voluntary, written consent to the informal resolution process.
 - Charter School will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

- Investigation Process
 - The decision-maker will not be the same person(s) as the Coordinator or the investigator. Charter School shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.

- o In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
 - o The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
 - o The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
 - o A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
 - o Prior to completion of the investigative report, Charter School will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
 - o The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
 - o If the investigation reveals that the alleged harassment did not occur in Charter School's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Charter School policy.
 - o Charter School may dismiss a formal complaint of sexual harassment if:
 - The complainant provides a written withdrawal of the complaint to the Coordinator;
 - The respondent is no longer employed or enrolled at Charter School; or
 - The specific circumstances prevent Charter School from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
 - o If a formal complaint of sexual harassment or any of the claims therein are dismissed, Charter School will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.

- Determination of Responsibility
 - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
 - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person’s status as a complainant, respondent, or witness.
 - Charter School will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
 - The allegations in the formal complaint of sexual harassment;
 - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - The findings of facts supporting the determination;
 - The conclusions about the application of Charter School’s code of conduct to the facts;
 - The decision and rationale for each allegation;
 - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
 - The procedures and permissible bases for appeals.

5. Consequences

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

6. Right of Appeal

Should the reporting individual find Charter School’s resolution unsatisfactory for complaints within the scope of this Policy, other than formal sexual harassment, the reporting individual may, within five (5) business days of notice of Charter School’s decision or resolution, submit a written appeal to the Superintendent, who will review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and Charter School will implement appeal procedures equally for both parties.
- Within five (5) business days of Charter School’s written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the Coordinator.

- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from Charter School's dismissal of a formal complaint or any allegations therein, on the following bases:
 - Procedural irregularity that affected the outcome of the matter;
 - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter. Charter School will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will 1) give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; 2) issue a written decision describing the result of the appeal and the rationale for the result; and 3) provide the written decision simultaneously to both parties.

7. Recordkeeping

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

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

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

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 Springs Charter Schools 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.

Date: _____

Signature of Complainant

Print Name

To be completed by Springs Charter Schools:

Received by: _____

Date: _____

Follow up Meeting with Complainant held on: _____

Title I, Part A School-Parent Compact 2024

This is the Title I, Part A school-parent compact (Compact). The Compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. The Compact describes specific ways Springs and families will partner to help children achieve the state's high academic standards. The Compact addresses the following legally required items, as well as other items suggested by parents of Title I, Part A students:

- Springs's responsibility to provide high-quality curriculum and instruction (ESSA Section 1116[d][1]).
- The ways parents will be responsible for supporting their children's learning (ESSA Section 1116[d][1]).
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe classroom activities (ESSA Section 1116[d][2]).

Springs engages Title I, Part A parents in meaningful interactions with Springs. The Compact supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, Springs has established the following practices:

Springs provides Title I, Part A parents with assistance in understanding the state's academic content standards, assessments, and how to monitor and improve the achievement of their children (ESSA Section 1116[e][1]).

Springs provides Title I, Part A parents with materials and training to help them work with their children to improve their children's achievement (ESSA Section 1116[e][2]).

With the assistance of Title I, Part A parents, Springs educates staff members in the value of parent contributions, and in how to work with parents as equal partners (ESSA Section 1116[e][3]).

Springs coordinates and integrates the Title I, Part A parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children (ESSA Section 1116[e][4]).

Springs distributes Information related to school and parent programs, meetings, and other activities to Title I, Part A parents in a format and language that the parents understand (ESSA Section 1116[e][5]).

Springs provides support for parental involvement activities requested by Title I, Part A parents (ESSA Section 1116[e][14]).

Springs provides opportunities for the participation of all Title I, Part A parents, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents understand (ESSA Section 1116[f]).

This Compact was adopted by the Springs Charter on June 8, 2023, and will be in effect for the period ending June 30, 2024.

Springs will distribute the Compact to all parents of students participating in the Title I, Part A program on, or before: August 31, 2023.