



**2025-2026**  
**Annual**  
**Notifications to**  
**Families**

Dear GCC Families,

On behalf of Gateway Community Charters (GCC), I warmly welcome you to the 2025-26 school year. We continue to improve and realize our vision of providing quality school choices, focusing on supporting our families and community.

As a regional educational leader, GCC upholds core values that define us and what we stand for: Student Focused, Excellence, Responsibility, Valuing People, Integrity, Collaboration, and Empowerment—together forming the acronym SERVICE. I invite you to join us in embracing growth and committing to ongoing improvement for our students, families, and communities across all GCC schools. We believe every student has the potential for greatness, and it is our duty to provide them with the necessary tools, resources, and opportunities to succeed.

In alignment with our vision, we will continue to practice the CKH (Capturing Kids' Hearts) philosophy, which underpins our educational principles and influences our interactions, programs, and initiatives. As we begin this new year, our dedication to placing students first remains firm. We support their educational journey from elementary to graduation and beyond. Our efforts go beyond academics; we aim to foster a nurturing, inclusive environment that celebrates diversity, encourages creativity, and helps develop well-rounded individuals. These commitments are reflected in our "Portrait of A GCC Graduate" model, guiding our work. I look forward to seeing the growth and achievements this year will bring.

Let's start this exciting journey with enthusiasm, resilience, and a spirit of SERVICE!

Remaining Student Focused, Student Centered, and Student Driven,

A handwritten signature in blue ink, appearing to read "Jason Sample".

Jason Sample  
Superintendent/CEO  
Gateway Community Charters

# Table of Contents

<b>Health and Safety .....</b>	<b>5</b>
Animal Dissections .....	5
Cancer Prevention Act .....	5
Concussion/Head Injuries .....	5
Diabetes .....	6
Dangers of Synthetic Drugs .....	7
Immunizations.....	7
Stock Asthma Inhaler.....	9
Mental Health Services .....	9
Oral Health Assessment .....	10
Opioid Information Sheet .....	10
Emergency Opioid Overdose Prevention.....	10
Physical Examinations and Right to Refuse .....	11
Safe Storage of Firearms.....	11
School Bus and Passenger Safety .....	12
School Safety Plan and Asbestos Management Plan .....	12
Sudden Cardiac Arrest Prevention and Automated External Defibrillators .....	12
Tobacco-Free Schools.....	12
<b>Student Services and Rights .....</b>	<b>13</b>
Cal Grant Program Notice .....	13
Campus Search and Seizure.....	13
Parent and Family Engagement Policy .....	14
Access to Public Benefits and Insurance .....	14
Education of Foster and Mobile Youth.....	15
Education of Homeless Children and Youth.....	22
English Learners .....	30
Notification Regarding English Learner Status: .....	30
Long-Term & At-Risk Students.....	30
Dual Enrollment and International Baccalaureate (IB) Opportunities (Pursuant to California Education Code Section 48980) .....	31
Information Regarding Financial Aid .....	31
Involuntary Removal Process .....	32
Pregnant and Parenting Students.....	32
Special Education /Students with Disabilities .....	33
Graduation Options For Students with Disabilities .....	34
Child Find Notice.....	34
Section 504 .....	34

Nondiscrimination Statement.....	34
Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.....	36
Harassment, Intimidation, Discrimination, And Bullying Policy .....	53
Professional Boundaries: Staff-Student Boundaries Policy.....	61
Suspension and Expulsion Policy and Procedures.....	65
Workplace Readiness Week and Work Permits.....	84
<b>Curriculum and Instruction .....</b>	<b>85</b>
Availability of Prospectus.....	85
State Testing.....	85
Surveys About Personal Beliefs.....	89
Sexual Health Education.....	89
Teacher Qualification Information.....	90
Student Records, including Records Challenges and Directory Information .....	90
Use of Student Information Learned from Social Media.....	94
Student Technology Acceptable Use .....	94
<b>Nutrition and Wellness.....</b>	<b>97</b>
School Meals and Student Wellness .....	97
<b>Legal and Administrative Forms .....</b>	<b>99</b>
Uniform Complaint Procedure (“UCP”).....	99
Opt-Out of Photographs or Interviews – Optional Form .....	106

## Health and Safety

## **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.

## **Cancer Prevention Act**

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

Because the vaccine is more effective when given at younger ages, two doses of HPV vaccine are recommended for all kids between the ages of 9 to 12 years, and the second dose should be given before the start of 8th grade. Kids who wait until later to get their first dose of HPV vaccine may need three doses.

HPV vaccination can prevent over 90 percent of cancers caused by HPV. HPV vaccines are very safe, and scientific research shows that the benefits of HPV vaccination far outweigh the potential risks.

## **Concussion/Head Injuries**

A concussion is a brain injury that a bump, blow can cause, 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 health care 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. Every year, 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 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be 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 office if you need a copy of this information sheet or if you have any questions about this information sheet.

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

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

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

## **Dangers of Synthetic Drugs**

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat

in California. The fentanyl crisis, specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

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

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

Synthetic drugs include but are not limited to synthetic cannabinoids (“synthetic marijuana,” “Spice,” “K2”), methamphetamines, bath salts, and fentanyl.

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

Additional information regarding fentanyl from the CDPH’s Substance and Addiction Prevention Branch [can be found here](#).

## **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
<b>TK/K-12 Admission</b>	<p>Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses            Polio - Four (4) doses            Measles, Mumps, and Rubella (MMR) - Two (2) doses            Hepatitis B (Hep B) - Three (3) doses            Varicella (chickenpox) – Two (2) doses</p> <p><b>NOTE:</b> Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 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>
<b>Entering 7<sup>th</sup> Grade</b>	<p>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose            Varicella (chickenpox) - Two (2) doses</p> <p><b>NOTE:</b> In order to begin 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 7<sup>th</sup> grade advancement (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.</p>

Students who are enrolled in a home-based private school or independent study program and do not receive **any classroom-based instruction** are exempt from the above immunization requirements. A student who has not received all of the required immunizations will not be eligible to attend classes at a Charter School resource center unless the student is otherwise exempt pursuant to applicable law.



## Stock Asthma Inhaler

In October 2023, California enacted legislation permitting schools to maintain and administer a stock supply of Albuterol—a quick-relief asthma inhaler. This medication is used to treat individuals who experience sudden, life-threatening respiratory distress during school hours. Albuterol works by rapidly opening the airways, making it easier to breathe. It is both safe and effective.

To support the health and safety of all students, designated school personnel are trained to recognize signs of respiratory distress and respond quickly. While staff will make every effort to contact parents or guardians before administering the stock inhaler, the law authorizes its use in emergency situations without prior notification.

If your child has asthma, we strongly encourage you to:

- Inform your child's school of their asthma diagnosis.
- Submit a current Asthma Action Plan from your child's healthcare provider.
- Provide your child with a personal inhaler for regular use at school.

Note: the stock inhaler is intended for emergency use only and should not replace your child's personal prescription inhaler.

## 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. Our 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.

#### Available in the Community:

- Sacramento County Child, Youth and Family Mental Health:  
<https://dhs.saccounty.gov/BHS/Pages/Child-Youth-and-Family-Mental-Health.aspx>
- Yolo County Child, Youth and Family Mental Health:  
<https://www.yolocounty.gov/government/general-government-departments/health-human-services/mental-health/mental-health-services>

#### Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**
- Big Brothers/Big Sisters of America – This organization is a community-based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

### **Oral Health Assessment**

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

### **Opioid Information Sheet**

The Charter School annually provides each 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>

### **Emergency Opioid Overdose Prevention**

The California Department of Health Care Services created the Naloxone Distribution Project (NDP) to provide schools emergency medication to combat opioid overdose-related deaths throughout the state. The school nurse or other trained school staff may provide emergency naloxone hydrochloride or another opioid antagonist for emergency medical aid to any person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity. The medication is only administered by nasal spray or auto-injector. (Education Code

49414.3)

### **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 school principal a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

### **Safe Storage of Firearms**

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

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

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
  - The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without

the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor **never** actually accesses the firearm.

- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

The county or city may have additional restrictions regarding the safe storage of firearms. Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

### **School Bus and Passenger Safety**

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

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

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

The Charter School has also established an Asbestos Management Plan. The Plan is available upon request at the main office. No asbestos-related activities are planned or in progress at the Charter School.

### **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 the following link:

<https://www.cde.ca.gov/pd/ca/pe/documents/pescaform.pdf>

### **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 Superintendent 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.

## **Student Services and Rights**

### **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.

### **Campus Search and Seizure**

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

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

Student lockers, including P.E. lockers are school property and remain at all times under the control of the Charter School. Students shall assume full responsibility for the security of their lockers. Student lockers may not be used to store illegal, unauthorized, or contraband materials. The

acceptance and use of locker facilities on school campus by any student shall constitute consent by the student to the search of such locker facilities by authorized school personnel and/or law enforcement. Inspections of lockers may be conducted by school personnel and/or law enforcement through the use of trained dogs.

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

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

## **Parent and Family Engagement Policy**

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

## **Access to Public Benefits and Insurance**

This notice is provided to you as parents, legal guardians, care giving adults, surrogate parents or court appointed responsible adult, because during the 2025-26 school year, your child may be receiving medically necessary health related services covered under California's Medicaid State Plan Title XIX and/or receive special education services under the Individuals with Disabilities Education Act (IDEA). School districts and charter organizations are required to provide prior written notice of your rights and protections when it seeks to use your child's public benefits (i.e., Medi-Cal) or insurance to pay for special education and/or medically necessary related services. This Notice will be given to you before the school district or charter organization seeks to use your child's public benefits or insurance for the first time, and annually thereafter.

The school district or charter organization may submit claims to your child's public benefits or insurance program, such as the California Medi-Cal program (Medicaid) or to your private insurance in order to be reimbursed for the cost of providing the service. Personally identifiable information such as student name, date of birth, gender, and nature and extent of medically necessary services may be disclosed to the third-party biller in which the school district or charter

organization contracts with (CFR 99.30 and 34 CFR 300.622). All personally identifiable information is Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA) compliant.

The school district or charter organization cannot require parents to sign up for or enroll in public benefits or insurance programs in order for your child to receive a free appropriate public education (FAPE) under IDEA. The school district or charter organization cannot require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for services and reimbursement through Medi-Cal (34 CFR 300.154 [d][2][i]). The school district or charter organization cannot use a student's benefits under Medi-Cal if that use would:

- Decrease available lifetime coverage or any other insured benefit
- Result in the family paying for services that would otherwise be covered by the public benefits or insurance program (Medi-Cal) and are required for the child outside of the time the child is in school
- Increase premiums or lead to the discontinuation of public benefits or insurance (Medi-Cal)
- Risk loss of eligibility for home and community-based waivers, based on aggregate health related expenditures (34 CFR 300.154 [d][2][iii][A-D])
- You Have the Right to:
- Voluntarily provide the school district or charter organization with written consent to disclose educational records containing your child's personally identifiable information such as individual educational programs (IEP) or assessment reports to Medi-Cal, other public benefits or insurance programs, or private insurance billing purposes.
- Withdraw your consent to the disclosure of your child's personally identifiable information to Medi-Cal, other public benefits or insurance programs, or private insurance at any time.
- Refuse to provide consent to the disclosure of your child's personally identifiable information to Medi-Cal, other public benefits or insurance programs, or private insurance for billing purposes. If you withdraw your consent or refuse to provide consent for the school district or charter organization to use Medi-Cal, other public benefits or insurance programs, or private insurance to pay for eligible related services, the school district must continue to ensure that all required special education services are provided at no cost to you.

## **Education of Foster and Mobile Youth**

The Governing Board of Gateway Community Charter Schools (the "Charter School") desires to ensure that foster children are provided equal access to the same free, appropriate public education provided to other children and youth. Foster students will be given access to the education and other services that such students need to ensure that they have an opportunity to meet the same challenging State student academic achievement standards to which all students are held. Foster students will not be stigmatized or segregated in a separate school or program based on the student's status as foster youth.

### **I. Definitions**

- Foster child/student/youth means a child who has been removed from his or her home pursuant to Welfare and Institutions (“W&I”) Code section 309, is the subject of a petition filed under W&I sections 300 or 602, or has been removed from his or her home and is the subject of a petition filed under W&I Code sections 300 or 602.
- The Charter School is the school of origin when the student attended the Charter School when permanently housed or was last admitted at the initial detention or placement or subsequent change in placement of a foster child. If the school the foster child attended when permanently housed is different from the school in which the foster child was last admitted, or if there is some other school that the foster child attended with which the foster child is connected and that the foster child attended within the immediately preceding 15 months, the foster child liaison, in consultation with, and with the agreement of, the foster child and the person holding the right to make educational decisions for the foster child, shall determine, in the best interests of the foster child, the school that shall be deemed the school of origin.

## **II. Foster Child Liaison**

The School’s foster child liaison is:

Nicole Strobel  
 Student Services Coordinator  
 5112 Arnold Ave, Suite A  
 McClellan, CA 95652  
 (916) 286-5129  
[nicole.strobel@gcccharters.org](mailto:nicole.strobel@gcccharters.org)

The School’s foster child liaison is required to do all of the following:

- Ensure and facilitate the proper educational placement, admission in school and checkout from school of foster children.
- Assist foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.
- The foster child liaison, in consultation with, and with the agreement of, the foster child and the person holding the right to make educational decisions for the foster child, may recommend, in accordance with the foster child’s best interests, that the foster child’s right to attend the school of origin be waived and the foster child be admitted in a public school that pupils living in the attendance area in which the foster child resides are eligible to attend.
- Before making a recommendation to move a foster child from his or her school of origin, the foster liaison shall provide the foster child and the person holding the right to make educational decisions for the foster child with a written explanation stating the basis for the recommendation and how the recommendation serves the foster child’s best interest.
- If the foster child liaison, in consultation with the foster child and the person holding the right to make educational decisions for the foster child, agrees that the best interests of the foster child would best be served by his or her transfer to a school other than the school of origin, the foster child shall immediately be admitted in the new school.



### **III. Admission**

All foster students are required to follow the school's process for admitting students, including filling out and submitting the school's admissions packet on time. As with all students, admission depends upon availability. In the event of an oversubscription in a grade, foster students will participate in the lottery as with any other student.

If the foster child seeking admission has outstanding fees, fines, textbooks or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for admission, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history, proof of residency, other documentation or school uniforms, this will not serve as a basis for non-admission. Within two days of admission of the foster child, the foster child liaison will contact the school last attended by the foster child to obtain all academic and other records.

If a dispute arises regarding the request of a foster child to remain in the GCC Charter School as the school of origin, the foster child has the right to remain in the GCC Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the Uniform Complaint Procedures adopted by the School.

Admission in a GCC Charter School as the school of origin will be allowed, unless a determination is made that it is not in the best interest of the foster child to attend the Charter school. Best interest factors include, but are not limited to, appropriateness of the current educational setting and proximity to the school in which the child is admitted at the time of placement.

### **IV. Former Foster Children**

If the jurisdiction of the court is terminated before the end of an academic year, the Charter school shall allow a former foster child who is in kindergarten or any of grades 1 to 8, inclusive, to continue his or her education as the school of origin through the duration of the academic school year.

If the jurisdiction of the court is terminated while a foster child is in high school, Charter school shall allow the former foster child to continue his or her education in the Charter school as the school of origin through graduation.

### **V. Course Work and Graduation**

The Charter School will accept coursework satisfactorily completed by the foster child while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school even if the pupil did not complete the entire course and shall issue that pupil full or partial credit for coursework completed. The credits accepted shall be applied to the same or equivalent course, if applicable, as the coursework completed in the prior school. The Charter School will not require the foster child to retake a course if the pupil has satisfactorily completed the entire course in a public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school. If the pupil did not complete the entire course, the Charter School shall not

require the pupil to retake the portion of the course the pupil completed unless the Charter School, in consultation with the holder of educational rights for the pupil, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the foster youth shall be admitted in the same or equivalent course, if applicable, so that the pupil may continue and complete the entire course.

If the Charter School has knowledge that the transcript from the transferring local educational agency may not include certain credits or grades for the student, it shall contact the prior local educational agency within two business days to request that the prior local educational agency issue full or partial credits. The prior local educational agency shall issue appropriate credits and provide all academic or other records to the Charter School within two business days of the request.

A foster student shall not be prevented from retaking or taking a course to meet the eligibility requirements for admission to the California State University or the University of California.

A foster student who transfers between schools any time after the completion of the student's second year of high school and is in the student's third or fourth year of high school, the School shall exempt from all coursework and other requirements adopted by the School that are in addition to the statewide coursework requirements specified in Education Code section 51225.3, unless the School makes a finding that the student is reasonably able to complete the School's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

If the School determines that the foster student is reasonably able to complete the School's graduation requirements within the student's fifth year of high school, the School shall do all of the following: 1) Consult with the student and the student's educational rights holder of the student's option to remain in school for a fifth year to complete the School's graduation requirements; 2) Consult with the student and the student's educational rights holder, about how remaining in the School for a fifth year to complete the School's graduation requirements will affect the student's ability to gain admission to a post-secondary 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 in school for a fifth year to complete the School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or if under 18 years of age, with the person holding the right to make educational decisions for the student; 5) Consult with a student in foster care regarding the student's option to remain in the student's school of origin.

To determine whether a foster student is in the third or fourth year of high school, the number of credits the pupil has earned to the date of transfer, the length of the student's school admission, or, for students with significant gaps in school attendance, the student's age as compared to the average age in the third or fourth year of high school, may be used, whichever will qualify the student for the exemption.

Within 30 calendar days of the date that a foster student may qualify for the exemption from local graduation requirements transfers into a school, the School shall notify the student, the educational

rights holder, and the School's liaison for foster children and youth of the availability of the exemption and whether the student qualifies for an exemption. If the School fails to provide timely notice, the student shall be eligible for the exemption from local graduation requirements once notified, even if that notification occurs after the student is no longer in foster care, if the student otherwise qualifies for the exemption.

A foster student that has been exempted from local graduation requirements in accordance with Education Code section 51225.1 and completes the statewide coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and that student would otherwise be entitled to remain in attendance at the school, the School shall not require or request that the pupil graduate before the end of the student's fourth year of high school.

If a foster student is exempted from local graduation requirements pursuant to Education Code section 51225.1, the School shall, in addition to providing the notification identified above, consult with the student and the student's education rights holder regarding the following:

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

If a foster student who is eligible for the exemption from local graduation requirements and would otherwise be entitled to remain in attendance at the School shall not be required to accept the exemption or be denied admission in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of high education, regardless of whether those courses are required for statewide graduation requirements.

If a foster student is not exempted from local graduation requirements or has previously declined the exemption, the School shall exempt the student within 30 days of the exemption request if an exemption is requested by the student or student's educational rights holder and the student qualifies for the exemption. EC 51225.1(h) If a foster student was eligible for an exemption and was not properly notified of the availability of the exemption or declined the exemption, the Charter School shall exempt the student within 30 days of the date of the exemption request, if an exemption is requested by the student or student's educational rights holder and the student at one time qualified for the exemption, even if the student is no longer considered a "foster student."

If a foster student is exempted from local graduation requirements, the School shall not revoke the exemption.

If a foster student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer a foster student while the student is admitted in the School

or if a foster student who is exempt from local graduation requirements transfers to the School from another school.

The School shall not require or request a foster student to transfer schools in order to qualify the student for an exemption.

A complaint for noncompliance with this section may be filed with the School under the School's Uniform Complaint Procedures.

If the Charter School determines that a foster student who transfers between schools any time after the completion of the student's second year of high school is not reasonably able to complete the Charter School's graduation requirements within the student's fifth year of high school, the Charter School shall exempt that student from the Charter School's graduation requirements and provide the student the option to remain in the school for a fifth year to complete the statewide coursework requirements. The Charter School shall consult with the student and the student's educational rights holder regarding all of the following:

- The student's option to remain in school for a fifth year to complete the statewide standards;
- How waiving the Charter School's requirements and remaining school for a fifth year may affect the student's post-secondary education or vocation plans, including the ability to gain admission to an institution of higher education;
- Whether any other options are available to the student, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges;
- The student'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 student is not eligible for an exemption in the year in which the student transfers between schools because the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the Charter School shall nonetheless reevaluate eligibility and provide written notice to the student and student's educational rights holder and the student's social worker or probation officer, if applicable, whether the student qualifies for an exemption within the first 30 calendar days of the following academic year, based on the course completion status of the student at the time of reevaluation to determine if the student continues to be reasonably able to complete the Charter School's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

If it is determined within the first 30 calendar days of the following academic year, that given their course completion status as the time the reevaluation conducted that the student is not reasonably able to complete the Charter School's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the Charter School shall provide the student with the option to receive an exemption from all coursework and other requirements that are in addition to the statewide coursework requirements or to stay in school for a fifth year to

complete the Charter School's graduation requirements upon agreement with the student, or the student's educational rights holder and provide notification of availability of these options.

The decision whether to accept an exemption from the Charter School's graduation requirements is in the sole discretion of the student (if over 18) or the student's educational rights holder based on the student's best educational interests.

## **VI. Transportation**

If the foster student requires transportation to continue to attend the Charter School as the school of origin, the Charter School will ensure that the foster child receives transportation in a cost effective manner.

## **VII. Records**

A foster family agency with jurisdiction over a currently admitted or former pupil, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver 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 (as defined below), may access the current or most recent records of grades, transcripts, attendance, discipline and online communication on platforms established by schools for pupils and parents, and any individualized education programs (IEPs) that may have been developed, or any plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 of a currently admitted or former foster pupil.

A foster family agency, short-term residential treatment program, or caregiver may review and receive pupil records pursuant to subdivision (a) for purposes of monitoring the pupil's educational progress, updating and maintaining the pupil's education records as required by Section 16010 of the Welfare and Institutions Code, and ensuring the pupil has access to educational services, supports, and activities. These purposes include, but are not limited to, admitting the pupil in school, assisting the pupil with homework, class assignments, and college and scholarship applications, and admitting the pupil in extracurricular activities, tutoring, and other after-school and summer enrichment programs.

A "resource family" means an individual or family that has successfully met both the home environment assessment and the permanency assessment criteria necessary for providing care for a child placed by a public or private placement agency by court order, or voluntarily placed by a parent or guardian.

## **Education of Homeless Children and Youth**

The Governing Board of Gateway Community Charter Schools desires to ensure that homeless students are provided equal access to the same free, appropriate public education provided to other children and youth. Homeless students will be given access to the education and other services that such students need to ensure that they have an opportunity to meet the same challenging State student academic achievement standards to which all students are held. Homeless students will

not be stigmatized or segregated in a separate school or program based on the student's status as homeless.

## **I. Definitions**

- Homeless children and youths means individuals who lack a fixed, regular and adequate nighttime residence and includes children and youths:
  - Who 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;
  - Who have a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings;
  - Who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
  - Who are migratory children who qualify as homeless for purposes of this part because the children are living in circumstances described above.
- Unaccompanied youth includes a youth not in the physical custody of a parent or guardian.
- The Charter School is the school of origin when the student attended the Charter School when permanently housed or was last admitted when the student became homeless. The Charter School will not be considered the school of origin when it is contrary to the wishes of a student's parent(s) or guardian(s), or is not in the best interest of the student.
- In determining the best interest of the child or youth, the School shall:
  - Presume that keeping the child or youth in the school of origin is in the best interest of the child or youth, less it is contrary to the request of the child's or youth's parent or guardian, or unaccompanied youth;
  - Consider student-centered factors related to the child's or youth's best interest, including factors related to the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or unaccompanied youth;
  - If, after conducting the best interest determination based on consideration of the presumption identified above and the student-centered factors identified above, the School determines that it is not in the child's or youth's best interest to attend the School, the School shall provide the child's or youth's parent or guardian or the unaccompanied youth with a written explanation of the reasons for its determination, in a manner and form understandable to such parent, guardian, or unaccompanied youth, including information regarding the right to appeal; and
  - In the case of an unaccompanied youth, ensure that the School liaison assists in placement or admission decisions, gives priority to the views of such unaccompanied youth and provides notice to such youth of the right to appeal.

A child or youth or unaccompanied youth shall be considered homeless for as long as he/she is in a living situation described above.

## **II. Homeless Liaison**

The School's homeless liaison is:

Nicole Strobel  
Student Services Coordinator  
5112 Arnold Ave, Suite A  
McClellan, CA 95652  
(916) 286-5129  
[nicole.strobel@gcccharters.org](mailto:nicole.strobel@gcccharters.org)

The School's homeless liaison is required to do all of the following:

- Ensure that homeless children and youths are identified by school personnel through outreach and coordination activities with other entities and agencies;
- Ensure that homeless children and youths are admitted to, and have a full and equal opportunity to succeed in the School;
- Ensure that homeless children and youths have access to and receive educational services for which such families, children, and youth are eligible, including Head Start programs (including Early Head Start Programs) and early intervention services under part C of the Individuals with Disabilities Education Act and other preschool programs administered by the School, and referrals to health care services, dental services, mental health and substance abuse services, housing services and other appropriate services;
- Ensure that the parents or guardians of homeless children and youth 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;
- Ensure that admission disputes are mediated in accordance with the dispute resolution process outlined below;
- Ensure that public notice of the educational rights of homeless children and youths is disseminated in locations frequented by parents or guardians, including schools, family shelters, public libraries and soup kitchens, in a manner and form understandable to the parents and guardians of homeless children and youths, and unaccompanied youths;
- Ensure that the parent or guardian of a homeless student, and any unaccompanied youth, is fully informed of all transportation services, including transportation to the school of origin and is assisted in accessing transportation to the school;
- Ensure that school personnel providing services participate in professional development and other technical support as determined appropriate by the State Coordinator;
- Ensure that unaccompanied youths 1) are admitted to school; 2) have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth, including implementation of procedures to identify and remove barriers that prevent youths from receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school; and 3) are informed of their status as independent students and that the youths may obtain assistance from the liaison to receive verification of such status for purposes of the Free Application for Federal Student Aid.
- Shall administer a housing questionnaire for purposes of identifying homeless children and youths and unaccompanied youths. The questionnaire shall comply with legal requirements. The questionnaire shall be administered annually, and report to the California Department of Education the number of homeless children and youths and unaccompanied youths enrolled.

- Offer training to the Charter School's certificated and classified employees providing services to pupils experiencing homelessness, including, but not limited to, teachers, support staff, and other Charter School staff who work with students, at least annually relating to the following: 1) the homeless education program policies established by law; 2) recognition of the signs that students are experiencing, or are at risk of experiencing homelessness. The liaison is encouraged to offer this training to all school certificated and classified staff, including, but not limited to, teachers, support staff, and other school staff who work with students.
- Inform employees of the availability of training and the services the liaison provides to aid in the identification and provision of services to students who are experiencing, or are at risk of experiencing, homelessness.

### **III. Admission**

All homeless students are required to follow the school's process for admitting students, including filling out and submitting the school's admissions packet on time. As with all students, admission depends upon availability. In the event of an over-subscription in a grade, homeless students will participate in the lottery as with any other student.

If the homeless student seeking admission is unable to produce records normally required for admission, such as previous academic records, medical records, proof of residency or other documentation, this will not serve as a basis for non-admission. Provided that the admission process has been followed in all other respects, a homeless student will be admitted to the School despite the missing paperwork. Additionally, the homeless student shall not be denied admission even if the student has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended. Upon admission, the School will contact the school last attended by the students to obtain relevant academic and other records.

If the student needs to obtain immunizations, or immunization or medical records, the School will immediately refer the parent or guardian of the student, or the unaccompanied youth, to the Homeless Liaison, who shall assist in obtaining necessary immunizations, or immunization or medical records.

A homeless student shall be allowed to continue his or her education in the school of origin through the duration of homelessness. If the homeless student's status changes before the end of the academic year so that the student is no longer homeless, either of the following apply: 1) If the homeless student is in high school, the School (if it the school of origin) shall allow the formerly homeless student to continue that student's education in the School through graduation; 2) If the homeless student is in kindergarten or any of grades 1 to 8, inclusive the School (if it is not the school of origin) shall allow the formerly homeless student to continue that student's education in the School through the duration of the academic school year.

#### ***Admission Disputes and the Dispute Resolution Process***

If a dispute arises over admission of a homeless student in the Charter School, the student will be immediately admitted to the Charter School in which admission is sought, pending resolution of



the dispute. “Admission” means attending classes and participating fully in school activities.

The Charter School will refer the student and/or his/her parents or guardians to the Homeless Liaison, who will carry out the dispute resolution in accordance with the process set forth below, as expeditiously as possible after receiving notice of the dispute. In the case of an unaccompanied youth, the Homeless Liaison will ensure that the youth is immediately admitted in school pending resolution of the dispute.

Parents, guardians and unaccompanied youth may provide written or oral documentation to support their positions about admission and may seek assistance of social services, advocates, and/or service providers in the dispute process.

The Charter School will provide the parent or guardian of the student with a written explanation of the Charter School’s decision regarding admission, including the rights of the parent, guardian or unaccompanied youth’s appeal the decision. The written explanation will be complete, as brief as possible, simply stated and provided in a language that the parent, guardian or unaccompanied youth can understand.

If the dispute remains unresolved at the Charter School level or is appealed, then the Charter School Homeless Liaison will forward all written documentation and related paperwork to the homeless liaison at the county office of education (COE). The COE’s homeless liaison will review these materials and determine the school selection or admission decision within five (5) working days of receipt of the materials. The COE homeless liaison will notify the Charter School and parent/guardian/unaccompanied youth of the decision.

If the dispute remains unresolved at the COE level or is appealed to the State, then the COE homeless liaison will forward all written documentation and related paperwork to the State Homeless Coordinator. Upon review, the CDE will notify the parent/guardian/unaccompanied youth of the decision relating to admission in the Charter School within ten working days of receipt of the materials.

#### **IV. Coursework and Graduation Requirements**

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

If the School is the transferring school, it shall issue the full and partial credits on an official transcript for the student and shall ensure the transcript includes all of the following: 1) All full and partial credits and grades earned based on any measure of full or partial coursework being satisfactorily completed, including a determination of the days of enrollment or seat time, or both, if applicable, at the School or any other local educational agency, other public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school; 2) The credits and grades for each school and local educational agency listed

separately so it is clear where they were earned; 3) A complete record of the student's seat time, including both period attendance and days of enrollment.

If a homeless student enrolls in the School, and the School has knowledge that the transcript from the transferring local educational agency may not include certain credits or grades for the student, the School shall contact the prior local educational agency within two business days to request that the prior local educational agency issue full or partial credits. The prior local educational agency shall issue appropriate credits and provide all academic and other records to the School within two business days of the request.

The credits accepted shall be applied to the same or equivalent course, if applicable, as the coursework completed in the prior school.

The Charter School will not require the homeless child to retake a course if the pupil has satisfactorily completed the entire course in a public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school. If the pupil did not complete the entire course, the Charter School shall not require the pupil to retake the portion of the course the pupil completed unless the Charter School, in consultation with the holder of educational rights for the pupil, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless youth shall be admitted in the same or equivalent course, if applicable, so that the pupil may continue and complete the entire course.

A homeless student shall not be prevented from retaking or taking a course to meet the eligibility requirements for admission to the California State University or the University of California.

A homeless student who transfers between schools any time after the completion of the pupil's second year of high school and is in the student's third or fourth year of high school, the School shall exempt from all coursework and other requirements adopted by the School that are in addition to the statewide coursework requirements specified in Education Code section 51225.3, unless the School makes a finding that the student is reasonably able to complete the School's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

If the School determines that the homeless student is reasonably able to complete the School's graduation requirements within the student's fifth year of high school, the School shall do all of the following: 1) Consult with the student, and the student's educational rights holder, of the student's option to remain in school for a fifth year to complete the School's graduation requirements; 2) Consult with the student, and the student's educational rights holder, about how remaining in the School for a fifth year to complete the School's graduation requirements will affect the student's ability to gain admission to a post-secondary 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 in school for a fifth year to complete the School's graduation requirements upon agreement with the student, if the student is 18 years

of age or older, or if under 18 years of age, with the person holding the right to make educational decisions for the student; 5) Consult with the student and the student's educational rights holder regarding the student's option to remain in the school of origin.

If the School determines that the homeless student, who has transferred between schools any time after the completion of the student's second year of high school, is not reasonably able to complete the School's graduation requirements within the student's fifth year of high school, but is reasonably able to complete the statewide coursework requirements within the student's fifth year of high school, the School shall exempt a student from the School's graduation requirements and provide the student the option to remain in the School for a fifth year to complete the statewide coursework requirements. The School shall consult with the student and the student's 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 School's requirements and remaining in school for a fifth year may affect the student's post-secondary education or vocation plans, including the ability to gain admission to an institution of higher education; 3) whether any other options are available to the student, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges; 4) the student'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.

To determine whether a homeless student is in the third or fourth year of high school, the number of credits the pupil has earned to the date of transfer, the length of the student's school enrollment, or for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school may be used, whichever will qualify the student for the exemption.

Within 30 calendar days of the date that a homeless student may qualify for the exemption from local graduation requirements transfers into a school, the School shall notify the student, the educational rights holder, and the School's liaison for homeless children and youth of the availability of the exemption and whether the student qualifies for an exemption. If the School fails to provide timely notice, the student shall be eligible for the exemption from local graduation requirements once notified, even if that notification occurs after the student is no longer homeless, if the student otherwise qualifies for the exemption.

In addition to providing said notice, the School shall consult with the student eligible for the exemption and student's educational rights holder about the following: 1) Discussion regarding how any of the requirements that are waived may affect the student's post-secondary education or vocation plans, including the ability to gain admission to a post-secondary educational institution; 2) Discussion and information about other options available to the student, 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 student's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

A homeless student that has been exempted from local graduation requirements in accordance with Education Code section 51225.1 and completes the statewide coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and that student would otherwise be entitled to remain in attendance at the school, the School shall not require or request that the pupil graduate before the end of the student's fourth year of high school.

If a homeless student is exempted from local graduation requirements pursuant to Education Code section 51225.1, the School shall notify the student and the person holding the right to make educational decisions for the student how any of the requirements that are waived will affect the student's ability to gain admission to a post-secondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges.

If a homeless student who is eligible for the exemption from local graduation requirements and would otherwise be entitled to remain in attendance at the School shall not be required to accept the exemption or be denied admission in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of high education, regardless of whether those courses are required for statewide graduation requirements.

If a homeless student is not exempted from local graduation requirements or has previously declined the exemption, the School shall exempt the student at any time if an exemption is required by the student and the student qualifies for the exemption.

If a homeless student is exempted from local graduation requirements, the School shall not revoke the exemption.

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the pupil is no longer a homeless student while the student is admitted in the School or if a homeless student who is exempt from local graduation requirements transfers to the School from another school.

If a homeless student is not eligible for an exemption because the School makes a finding that the student is reasonably able to complete the School's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the School nonetheless shall reevaluate eligibility and provide written notice to the student, the student's education rights holder whether the student qualifies for an exemption within the first 30 calendar days of the following academic year, based on the course completion status of the student at the time of reevaluation to determine if the student continues to be reasonably able to complete the School's graduation requirements in time to graduate from high school by the end of the student's fourth year.

If it is determined within the first 30 calendar days of the following academic year, that given their course completion status at that time the reevaluation conducted pursuant to the previous paragraph that the student is not reasonably able to complete the School's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the School shall provide the student with the option to receive an exemption from all coursework and other

requirements adopted by the School's governing board that are in addition to the statewide coursework requirements specified in Education Code section 51225.3 or to stay in school for a fifth year to complete the School's graduation requirements upon agreement with the student (if over 18 years old), or upon agreement with the student's education rights holder.

The School shall not require or request a homeless student to transfer schools in order to qualify the pupil for an exemption.

A complaint for noncompliance with this section may be filed with the School under the School's Uniform Complaint Procedures.

## **V. Transportation**

The Charter School will provide or arrange for transportation of a homeless student, at the request of the parent, guardian or Homeless Liaison, to the Charter School when the Charter School is the school of origin. If the student begins living in an area served by another local educational agency while continuing his/her education at the Charter School, the Charter School will contact that local educational agency to agree upon a method to apportion the responsibility and costs for providing the student with transportation to and from the Charter School.

## **VI. Comparable Education Services**

Each homeless student will be provided access to services comparable to services offered to other students in the Charter School, including but not limited to the following:

- Transportation
- Educational services for which the homeless student meets federal, state and local program eligibility criteria
- Programs in career and technical education
- Programs for gifted and talented students
- School nutrition programs

## **VII. Inventory**

All equipment, including replacement equipment, acquired for \$500 or more, in whole or in part with MVHA funds will be maintained on a written inventory that includes a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. A physical inventory will be taken and the results reconciled every two years.

## **VIII. Notice**

The School shall list the homeless liaison(s) and contact information for those liaison(s) on its website. The contact information for any employees or persons under contract whose duties

include assisting the liaison in completing the liaison's duties shall also be listed.

## **English Learners**

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

### **Notification Regarding English Learner Status:**

#### ***Long-Term & At-Risk Students***

As part of our ongoing efforts to support English learners, Gateway Community Charters is required under California Education Code Section 313.2 to notify families if their child is identified as a **Long-Term English Learner (LTEL)** or is **at risk of becoming an LTEL**.

An LTEL is a student who has been enrolled in U.S. schools for six or more years, is still classified as an English learner, and has not made sufficient progress in English language development. Students who are at risk of becoming LTELs may be showing signs of not meeting expected language development benchmarks.

Gateway Community Charters provides targeted English Language Development (ELD) services designed to address each student's individual needs. These supports help students:

- Build strong skills in speaking, listening, reading, and writing in English
- Access and succeed in grade-level academic content
- Progress toward reclassification as Fluent English Proficient

We are committed to ensuring every student receives the support they need to thrive. If your child has been identified as an LTEL or at risk, this notice is provided to help you understand their current status and the steps we are taking to support their growth.

### **Dual Enrollment and International Baccalaureate (IB) Opportunities**

#### ***(Pursuant to California Education Code Section 48980)***

Gateway Community Charters schools are required to inform parents and guardians about educational options available to students, including dual enrollment programs and International Baccalaureate (IB) classes, if offered.

Dual Enrollment allows high school students to take college-level courses through partnerships with local colleges or universities, earning both high school and college credit.

International Baccalaureate (IB) Programs, where available, offer a rigorous academic curriculum recognized internationally and designed to prepare students for success in college and future careers. If these opportunities are available at your student's school, the school site will provide specific details about eligibility, course offerings, and enrollment procedures. For more information, please contact your school site directly.

## **Information Regarding Financial Aid**

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 12<sup>th</sup> grade. The Charter School will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

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

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

## **Involuntary Removal Process**

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action ("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.

## **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 reenrollment 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:

Morri Elliott  
Assistant Superintendent  
5112 Arnold Ave, Suite A  
McClellan, CA 95652  
[Morri.Elliott@gcccharters.org](mailto:Morri.Elliott@gcccharters.org)

A copy of the UCP is available upon request at the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the compliance officer.

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

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The Charter School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act (“IDEA”), Education Code requirements, and applicable policies and procedures of the 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 the school principal.

## **Graduation Options For Students with Disabilities**

### **Types of Graduation Options**

The graduation options available to students are determined by LEA/district board policies and these options must be written into a school’s charter. This may include:

- A diploma based on the state mandated requirements,
- A diploma based on A-G requirements, or
- A charter school may set their own diploma requirements,
- A certificate of completion

## **Child Find Notice**

In accordance with federal and state laws, including the Individuals with Disabilities Education Act (IDEA) and California Education Code, Gateway Community Charters is committed to locating, identifying, and evaluating all children with disabilities who may be in need of special education and related services. This includes children ages 0 through 21 who are:

- Enrolled in our schools
- Advancing from grade to grade
- Not currently enrolled but residing within our service area, including those who are homeless, foster youth, or attending private schools

If you suspect your child may have a disability that affects their learning or development, you have the right to request an evaluation for special education services at no cost.

To learn more or to request an evaluation, please contact your child's school or the Gateway Community Charters Special Education Department.

## **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 Superintendent. A copy of the Charter School's Section 504 policies and procedures is available upon request on the school's website.

## **Nondiscrimination Statement**

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

The Charter School Board of Directors shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups. The Charter School Board of Directors shall not adopt or approve the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use of such would subject a student to unlawful discrimination pursuant to Education Code section 220.

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

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

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

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

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability). The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

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

Pursuant to California law and the California Attorney General’s guidance to K-12 schools in responding to immigration issues (“Guidance”), Charter School provides equal access to free public education, regardless of a student’s or their parent’s or guardian’s immigration status or religious beliefs. The complete Guidance, including *Appendix G – Know Your Rights* can be reviewed via the following link:

<https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf>

The Charter School will promptly and thoroughly investigate any complaint of harassment and

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

Morri Elliott  
Assistant Superintendent  
5112 Arnold Ave, Suite A  
McClellan, CA 95652  
[Morri.Elliott@gcccharters.org](mailto:Morri.Elliott@gcccharters.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.

## **Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures**

This Title IX Policy Prohibiting Discrimination on the Basis of Sex (“Policy”) contains the policies and grievance procedures of Gateway Community Charters Inc. (“Charter School”) to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

Charter School does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 et seq.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment. Charter School will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

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

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

## **Definitions**

### ***Prohibited Sex Discrimination***

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex

with regard to any aspect of services, benefits, or opportunities provided by Charter School. Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

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

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

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by Charter School to provide an aid, benefit, or service under Charter School’s education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person’s participation in unwelcome sexual conduct.
- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person’s ability to participate in or benefit from Charter School’s education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - The degree to which the conduct affected the complainant’s ability to access Charter School’s education program or activity;
  - The type, frequency, and duration of the conduct;
  - The parties’ ages, roles within Charter School’s education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - The location of the conduct and the context in which the conduct occurred; and
  - Other sex-based harassment in Charter School’s education program or activity.
  - Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
- Dating violence, meaning violence committed by a person:
  - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - The length of the relationship;
    - The type of relationship; and
    - The frequency of interaction between the persons involved in the relationship.
- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
  - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
  - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
  - Shares a child in common with the victim; or
  - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.
  - Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
    - Fear for the person’s safety or the safety of others; or

- Suffer substantial emotional distress.

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

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

- Physical assaults of a sexual or sex-based nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
  - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
  - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually

- demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

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

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

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

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

***Party*** means a complainant or respondent.

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

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

## **Title IX Coordinator**

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

Morri Elliott

Assistant Superintendent  
5112 Arnold Ave, Ste A, McClellan, CA 95652  
[Morri.Elliott@GccCharters.org](mailto:Morri.Elliott@GccCharters.org)  
(916) 286-5129

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

Jason Sample  
Superintendent/CEO  
5112 Arnold Ave, Ste A, McClellan, CA 95652  
[Superintendent@GccCharters.org](mailto:Superintendent@GccCharters.org)  
(916) 286-5129

The Coordinator is responsible for coordinating Charter School's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

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

## **Reporting Sex Discrimination**

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

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

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



orders, or other remedies or orders may also be available to complainants.

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

## **Privacy**

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

## **Retaliation**

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

Nothing in this Policy precludes Charter School from requiring an employee or other person authorized by Charter School to provide aid, benefit, or service under Charter School's education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

## **Confidential Employees**

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

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

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

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably

- may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

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

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

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

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

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

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

The Coordinator will take other appropriate prompt and effective steps to ensure that sex

discrimination does not continue or recur within Charter School's education program or activity.

### **Supportive Measures**

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

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

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

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

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact Morri Elliott, Assistant Superintendent, (916) 286-5129, [Morri.Elliott@gcccharters.org](mailto:Morri.Elliott@gcccharters.org), who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of Charter School's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

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

### **Informal Resolution**

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

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

- The allegations;
- The requirements of the informal resolution process;
- The right to withdraw and initiate or resume the grievance procedures;
- That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and
- What information is retained and whether and how it may be disclosed by Charter School for use in grievance procedures if the grievance procedures are initiated or resumed.

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

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

## **Grievance Procedures**

### **Scope and General Requirements**

Charter School has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in Charter School's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

Charter School requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

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

at the conclusion of its grievance procedures.

Charter School may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

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

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

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

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

## **Dismissal**

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

Charter School may dismiss a complaint if:

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

Charter School will make reasonable efforts to clarify the allegations with the complainant.

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

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

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

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable Charter School policy.

### **Appeal of a Dismissal**

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

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

### **Notice of the Allegations**

Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- Charter School's grievance procedures and any informal resolution process;

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

## **Emergency Removal**

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

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

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

## **Investigation**

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. Charter School has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by Charter School to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless Charter School obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and

- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

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

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

### **Determination of Responsibility**

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

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

Within fifteen (15) business days of the expiration of the time frame for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

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

Should a party find Charter School's determination unsatisfactory, the party may, within five (5) business days of notice of Charter School's determination, submit a written appeal to the Chair of the Charter School Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal must not have taken part in the investigation of the allegations.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written



statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

## **Consequences**

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Charter School or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by Charter School including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Charter School's education program or activity.

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

## **Student Pregnancy and Related Conditions**

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

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

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

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

Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of Charter School's obligations under:

- 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
- 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide Charter School's Title IX notice of nondiscrimination; and

- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

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

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

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

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

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

## **Training**

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All employees, Coordinators and designees, investigators, decision makers, and other persons who are responsible for implementing Charter School's grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

## **Recordkeeping**

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

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

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

---

[1] Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.



## TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM

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

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

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

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

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

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

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

---

---

---

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

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

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

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

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

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

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

## Harassment, Intimidation, Discrimination, And Bullying Policy

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

As used in this policy, discrimination, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or 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, Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. Charter School staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom Charter School does business, and all acts of Charter School's Board of Directors ("Board") in enacting policies and procedures that govern Charter School.<sup>7</sup>

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

### Definitions

**Harassment** means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work

environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

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

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

1. Placing a reasonable student<sup>8</sup> 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.

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

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.

## **Bullying and Cyberbullying Prevention Procedures**

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

### **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 its 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.

## **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.

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

## **Professional Development**

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 and provides its certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

- 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.

## **Complaint Procedures**

### **Scope of the Complaint 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 they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- 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.

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

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

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

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if

they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this Policy for reporting alleged acts of misconduct prohibited by this Policy.

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

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

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

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

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

## **Investigation and Response**

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

At the conclusion of the investigation, the Superintendent or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the

investigation and resolution of the incident/situation. However, the Superintendent or designee will not reveal confidential information related to other students or employees.

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

## **Consequences**

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

## **Right of Appeal**

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

This policy becomes effective on September 10, 2024. Conduct occurring before September 10, 2025 will be addressed in accordance with the school's previously adopted *Title IX, Harassment, Discrimination, Intimidation, and Bullying Policy*.

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



## Harassment, Intimidation, Discrimination & Bullying COMPLAINT FORM

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

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

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

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

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

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

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

---

---

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

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

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

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

### To be completed by Charter School:

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

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

## **Professional Boundaries: Staff-Student Boundaries Policy**

Gateway Community Charters has an expectation that all adults maintain professional, moral and ethical relationships with students that are conducive to an effective, safe learning environment. The provisions of this policy apply to all adults relative to their conduct with students in Gateway Community Charters (GCC) schools and programs. This policy addresses a range of behaviors that include not only obviously unlawful or improper interactions with students, but also boundary-blurring and grooming behaviors that undermine the professional adult/student relationship and can lead to misconduct or the appearance of impropriety.

### **Boundaries Defined**

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

### **Acceptable and Unacceptable Behaviors**

Some activities may seem innocent from a staff member’s point-of-view but could be perceived as flirtation or sexual insinuation from the perspective of students or parents. There is no single reasonable person standard. The purpose of the following lists of unacceptable and acceptable 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 inappropriate, or sexual misconduct, or “grooming.” Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. Violations could subject the teacher or staff member to discipline up to and including termination. Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

### **Unacceptable Behaviors**

These lists (and any subsequent lists) are not meant to be all-inclusive, but rather, illustrative of the types of behavior intended to be addressed by this policy.

1. Giving gifts of a personal and intimate nature (including photographs) to a student; or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal or School Leader. It is recommended that any such gifts be filtered through the Superintendent/CEO or designee along with the rationale therefore.
2. Kissing of ANY kind
3. Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 Plan.]
4. Full-frontal or rear hugs and lengthy embraces

5. Sitting students on one's lap (grades 3 and above)
6. Touching buttocks, thighs, chest or genital area
7. Wrestling with students or other staff member except in the context of a formal wrestling program
8. Tickling or piggyback rides
9. Any form of sexual contact
10. Any type of unnecessary physical contact with a student in a private situation
11. Intentionally being alone with a student away from school
12. Furnishing alcohol, tobacco products, or drugs - or failing to report knowledge of such
13. "Dating" or "going out with" a student
14. Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
15. Taking or requesting photographs or videos of students for personal use or posting online
16. Either partially or fully undressing in front of a student or asking a student to undress, with the intent to view/expose private body parts
17. Leaving campus alone with a student for lunch
18. Sharing a bed, mat, or sleeping bag with a student
19. Making, or participating in, sexually inappropriate comments
20. Sexual jokes, or jokes/comments with sexual overtones or double-entendres
21. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
22. Listening to or telling stories that are sexually oriented
23. Discussing your personal troubles or intimate issues with a student
24. Becoming too involved with a student so that a reasonable person may suspect inappropriate behavior
25. Giving students a ride to/from school or school activities without the express, advance written permission of the Superintendent/CEO or designee and the student's parent or legal guardian
26. Being alone in a room with a student at school with the door closed and/or windows blocked from view
27. Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
28. Staff mirroring the immature behavior of minors
29. Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

**This policy does not prevent:** 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

### **Acceptable Behaviors**

1. Pats on the shoulder or back
2. Handshakes
3. “High-fives” and hand slapping
4. Touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
5. Placing TK through second grade students on one’s lap for purposes of comforting the child for a short duration only
6. Holding hands while walking with small children or children with significant disabilities
7. Assisting with toileting of small or disabled children in view of another staff member
8. Touch required under an IEP or 504 Plan
9. Reasonable restraint of a violent person to protect self, others, or property
10. Obtaining formal written pre-approval from Superintendent/CEO or designee to take students off school property for activities such as field trips or competitions, including parent’s written permission and waiver form for any sponsored after-school activity whether on or off-campus
11. Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)
12. Keeping the door wide open when alone with a student
13. Keeping reasonable and appropriate space between you and the student
14. Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
15. Keeping parents informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
16. Keeping after-class discussions with a student professional and brief
17. Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
18. Involving your direct supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student’s fixation on an adult)
19. Making detailed notes about an incident that in your best judgment could evolve into a more serious situation later
20. Recognizing the responsibility to stop “Unacceptable Behaviors” of students and/or co-workers
21. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
22. Prioritizing professional behavior during all moments of student contact
23. Asking yourself if any of your actions, which could be contrary to these provisions, are worth sacrificing your job and career.

**This policy does not prevent:** 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child

who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

### **Boundaries Reporting**

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of "grooming behavior," he or she must report the suspicion to the Superintendent/CEO or designee promptly. "Grooming behavior" is an attempt to build an emotional and/or physical connection with a minor to gain their trust for the purpose of sexual abuse. "Suspicion" means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe that a violation of the boundaries policy occurred. Prompt reporting of "unacceptable behaviors" observed in adult interactions with minors is essential to protect students, staff, any witnesses, and the school as a whole. When observant staff members call attention to a boundary violation(s), the likelihood of harm is greatly reduced.

### **Child Abuse / Sexual Abuse Reporting (Mandatory Reporting)**

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse (or you reasonably suspect it), California Penal Code Section 11166 requires YOU to immediately report this information or suspicion directly to your county child protective agency (CPS) or local police/sheriff. The report shall be made by phone immediately, and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse.

You do not need permission to report. No supervisor or administrator can impede or inhibit a report or sanction you for making the report. Your report is confidential, and you are protected from liability as long as you do not discuss the matter with anyone other than law enforcement, CPS and your school's designated responsible administrative person. Failure to meet your reporting obligation can result in a monetary fine and/or jail.

Internal reporting to the Superintendent/CEO or designee occurs after the phone-in report is made to the police/sheriff or CPS.

### **Internal Investigations**

The Superintendent/CEO or designee will promptly communicate with the investigating enforcement agency to determine whether an investigation will be conducted by that agency. The administrator will confirm with law enforcement as to whether the initiation of an internal school investigation would interfere with any criminal investigation. Only law enforcement has the authority to grant clearance to investigate the matter administratively.

Upon receiving information from the mandated reporter, the designated responsible administrator must take immediate action to stop the alleged inappropriate conduct by removing the employee (or volunteer/vendor/guest) from the classroom or worksite when there is a potential risk to student or school safety. The Superintendent/CEO or designee shall consult with legal counsel as appropriate, prior to, during, and after conducting any investigation.



### **Consequences**

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

### **DISCIPLINARY PHYSICAL CONTACT WITH STUDENTS**

It is the policy of Gateway Community Charters (GCC) that no teacher or other staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting, tying, taping, or the use of any other physical force as retaliation or correction for inappropriate behavior.

### **STAFF-STUDENT INTERACTIONS**

While the use of appropriate touching is part of daily life and is important for student development, teachers and other staff members must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that he or she not be touched, then that request must be honored without question.

## **Suspension and Expulsion Policy and Procedures**

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

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

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, the use of alternative educational environments, suspension and expulsion.

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 employees, students, staff or other persons or to prevent damage to Charter School property.

The Charter School Principal shall ensure that students and their parents/guardians<sup>2</sup> are notified and provided a copy upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures is also available upon request at the school administrative office.

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

A student identified as an individual with disabilities or for whom, the Charter School has a basis of knowledge of a suspected disability pursuant to IDEA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law requires additional or different procedures. The Charter School will follow Section 504, IDEA, the ADA and all federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

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

---

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

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

A student may be suspended or expelled for prohibited misconduct if the act is related to Charter

School activity or Charter School attendance occurring at any time including but not limited to: a) while on Charter School grounds; b) while going to or coming from Charter School; c) during the lunch period, whether on or off the Charter School campus; d) during, going to, or coming from a Charter School-sponsored activity.

## **B. Enumerated Offenses**

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

recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, “hazing” does not include athletic events or Charter School-sanctioned events.

- p. Made terroristic threats against Charter School officials and/or Charter School property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of Charter School property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.
- s. Intentionally harassed, threatened or intimidated Charter School personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either Charter School personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - i. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  2. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
  3. Causing a reasonable student to experience substantial interference with their academic performance.
  4. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- ii. "Electronic Act" means the creation or transmission originated on or off the Charter 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 subparagraph (1) above.
    - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
  3. An act of cyber sexual bullying.
    - a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to Charter School personnel by means of an electronic act that has

or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- b. For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or Charter School-sanctioned activities.
    - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
    - u. A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
    - v. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated Charter School employee, with the Principal or designee’s concurrence.
- 2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:
  - a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated Charter School employee, with the Principal or designee’s concurrence.
  - b. Brandished a knife at another person.
  - c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
  - d. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.
- 3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:
  - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b. Willfully used force or violence upon the person of another, except self-defense.

- c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to Charter School property or private property, which includes but is not limited to, electronic files and databases.
- g. Stole or attempted to steal Charter School property or private property, which includes but is not limited to, electronic files and databases.
- h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k. Knowingly received stolen Charter School property or private property, which includes but is not limited to, electronic files and databases.
- l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a Charter School disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or Charter School-sanctioned events.
- p. Made terroristic threats against Charter School officials and/or Charter School property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying

it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of Charter School property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.
- s. Intentionally harassed, threatened or intimidated Charter School personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either Charter School personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - i. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    1. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    2. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
    3. Causing a reasonable student to experience substantial interference with their academic performance.
    4. Causing a reasonable student to experience substantial



interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

- ii. “Electronic Act” means the creation or transmission originated on or off the Charter 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 subparagraph (1) above.
    - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
  - 3. An act of cyber sexual bullying.
    - a. For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to Charter School personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - b. For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or

scientific value or that involves athletic events or Charter School-sanctioned activities.

- iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
  - u. A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
  - v. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated Charter School employee, with the Principal or designee's concurrence.
4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:
- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated Charter School employee, with the Principal or designee's concurrence.
  - b. Brandished a knife at another person.
  - c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
  - d. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

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

The Charter School will use the following definitions:

The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade

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

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

### **C. Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

#### **1. Conference**

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and the student's parent/guardian and, whenever practicable, the teacher, supervisor or Charter School employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to Charter School for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i).

This conference shall be held within two (2) Charter School days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. The conference shall be held as soon as the student is physically able to return to the Charter School for the conference.

Penalties shall not be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

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

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

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

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive Charter School days per suspension.

Upon a recommendation of expulsion by the Principal, the student and the student's parent/guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

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

### **4. Homework Assignments During Suspension**

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

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

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

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

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

### **E. Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the Student has committed an expellable offense and recommends the student for expulsion.

The expulsion hearing will be presided over by the Superintendent/CEO, or Superintendent/CEO's designee. In the event an Administrative Panel hears the case, it will make a recommendation to the GCC Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

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

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

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

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five day notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

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

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

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

## **H. Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

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

## **I. Expulsion Decision**

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

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

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

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

The Principal or designee following a decision of the GCC Board to expel shall send written notice of the decision to expel, including the GCC Board's adopted findings of fact, to the student and the parent/guardian. This notice shall include the following:

1. Notice of the specific offense(s) committed by the student.
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.
3. Rehabilitation Plan and Reinstatement Eligibility

The Principal or designee shall send written notice of the decision to expel to the Student's district of residence, and the District. This notice shall include the following:

1. The student's name
2. The specific expellable offense(s) committed by the student

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

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

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

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

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

The Charter School shall ensure that students suspended from the Charter School are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from the Charter School, the Charter School shall notify the student and the student's parents or guardians in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. The Charter School shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from the Charter School.

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

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

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

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the GCC Board following a meeting with the Principal and the student and parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the Charter School environment. The Principal shall make a recommendation



to the GCC Board following the meeting regarding the Principal's determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

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

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

#### **Q. Involuntary Removal from Independent Study**

In accordance with Education Code Section 51747 and the Charter School's Board policy BP 6158 on Independent Study, an evaluation to determine whether it is in the best interest of the student to remain in independent study will be conducted if a student fails to complete two consecutive assignments or four assignments within any semester. If it is determined that continuing in independent study is not in the student's best interest, the Charter School may proceed with involuntary removal, following the Missed Assignment Policy as outlined in BP 6158 and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal as forth herein.

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

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

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

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

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

##### **3. Procedural Safeguards/Manifestation Determination**

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

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

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

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

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

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

#### **4. Due Process Appeals**

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

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

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that

maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian, or Charter School may request a hearing.

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

### **5. Special Circumstances**

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

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

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

### **6. Interim Alternative Educational Setting**

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

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

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

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

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

a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

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

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

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

### **Workplace Readiness Week and Work Permits**

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

As of August 1, 2024, any minor seeking the signature of a Charter School verifying authority on a Statement of Intent to Employ a Minor and Request for a Work Permit-Certificate of Age will be issued, before or at the time of receiving the signature of the verifying authority, a document clearly explaining basic labor rights extended to workers.

## **Curriculum and Instruction**

### **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.

### **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.

## Statewide Testing Notification

Every year, California students take several statewide tests. When combined with other measures such as grades, class work, and teacher observations, these tests give families and teachers a more complete picture of their child's learning. You can use the results to identify where your child is doing well and where they might need more support.

Your child may be taking one or more of the following California Assessment of Student Performance and Progress (CAASPP), English Language Proficiency Assessments for California (ELPAC), and Physical Fitness Test assessments. Pursuant to California *Education Code* Section 60615, parents/guardians may annually submit to the school a written request to excuse their child from any or all of the CAASPP assessments. **This exemption does not exist for the ELPAC or Physical Fitness Test.**

### **CAASPP: Smarter Balanced Assessments for English Language Arts/Literacy (ELA) and Math**

**Who takes these tests?** Students in grades 3–8 and grade 11.

**What is the test format?** The Smarter Balanced assessments are computer-based.

**Which standards are tested?** The California Common Core State Standards.

### **CAASPP: California Alternate Assessments (CAAs) for ELA and Math**

**Who takes these tests?** Students in grades 3–8 and grade 11 whose individualized education program (IEP) identifies the use of alternate assessments.

**What is the test format?** The CAAs for ELA and math are computer-based tests that are administered one-on-one by a test examiner who is familiar with the student.

**Which standards are tested?** The California Common Core State Standards through the Core Content Connectors.

### **CAASPP: California Science Test (CAST)**

**Who takes the test?** Students take the CAST in grades 5 and 8 and once in high school, either in grade 10, 11, or 12.

**What is the test format?** The CAST is computer-based.

**Which standards are tested?** The California Next Generation Science Standards (CA NGSS).

### **CAASPP: California Alternate Assessment (CAA) for Science**

**Who takes the test?** Students whose IEP identifies the use of an alternate assessment take the CAA for Science in grades 5 and 8 and once in high school, either in grade 10, 11, or 12.

**What is the test format?** The CAA for Science is a series of four performance tasks that can be administered throughout the year as the content is taught.

**Which standards are tested?** Alternate achievement standards derived from the CAA NGSS.

### **CAASPP: California Spanish Assessment (CSA)**

**Who takes the test?** The CSA is an optional test for students in grades 3–12 that tests their Spanish reading, listening, and writing mechanics.

**What is the test format?** The CSA is computer-based.

**Which standards are tested?** The California Common Core State Standards en Español.

## **ELPAC**

**Who takes the test?** Students who have a home language survey that lists a language other than English will take the Initial test, which identifies students as an English learner student or as initially fluent in English. Students who are classified as English learner students will take the Summative ELPAC every year until they are reclassified as proficient in English.

**What is the test format?** Both the Initial and Summative ELPAC are computer-based.

**Which standards are tested?** The 2012 California English Language Development Standards.

## **Alternate ELPAC**

**Who takes the test?** Students whose IEP identifies the use of an alternate assessment and who have a home language survey that lists a language other than English will take the Alternate Initial ELPAC, which identifies students as an English learner student or as initially fluent in English. Students who are classified as English learner students will take the Alternate Summative ELPAC every year until they are reclassified as proficient in English.

**What is the test format?** Both the Alternate Initial and Alternate Summative ELPAC are computer-based.

**Which standards are tested?** Alternate achievement standards derived from the 2012 California English Language Development Standards.

## **Physical Fitness Test**

**Who takes the test?** Students in grades 5, 7, and 9 will take the FITNESSGRAM®, which is the test used in California.

**What is the test format?** The test consists of five performance components: aerobic capacity, abdominal strength, trunk strength, upper body strength, and flexibility.

**Which standards are tested?** The Healthy Fitness Zones, which are established through the FITNESSGRAM®.

## **English Learner Program Requirements**

### **Initial Identification of English Learner Students**

All students enrolled in a GCC school will be screened for English Learner status through the completion of the home language survey. If a family reports a home language other than English, the school site is required by state law to administer the Initial ELPAC within thirty calendar days of enrolling in a California public school or sixty days prior to instruction, but not before July 1st. Students only take the Initial ELPAC one time when they first enroll in a California public school.

Based upon the results of this initial assessment, a student is either identified as an English Learner

or as proficient in English.

### Annual English Language Assessment

Thereafter, if your child is identified as an English learner the school is required to assess your child annually and notify you of your child's proficiency level in English. The school must also inform you of the language acquisition program options available. From these options you may choose the one that best suits your child (California *Education Code (EC)* Section 310). This letter also contains the criteria for a student to exit the English learner (EL) status (20 United States Code [U.S.C.] Section 6312[e][3][A][i],[vi]).

### Language Assessment Results

(20 U.S.C. Section 6312[e][3][A][ii])

Language assessment results are provided to parents/guardians by their assessing school within 30 days after the testing was validated. If the 30-day timeline occurred during summer school closure, student assessment results were provided during the first 15 days of school. Student score reports include your child's overall performance, as well as their performance level in listening, speaking, reading and writing. Please contact your school if you have any questions related to assessment results. **If your child is participating in an Individualized Education Program (IEP), which is on file**, a description of how your child's program placement will contribute to meeting the objectives of the IEP is contained in the current IEP (20 U.S.C. Section 6312[e][3][A][vii]).

### Exit (Reclassification) Criteria

(20 U.S.C. Section 6312[e][3][A][vi])

The goal of language acquisition programs is for EL students to become proficient in English as rapidly as possible and to meet state academic achievement measures. The exit (reclassification) criteria for all Gateway Community Charter schools are listed below.

Required Criteria ( <i>EC</i> Section 313[f])	GCC Reclassification Criteria
English Language Proficiency Assessment	ELPAC Overall Performance Level 4 Alternate ELPAC Overall Performance Level 3
Teacher Evaluation	<i>A grade of a "C-" or better in ELA and/or standards-based assessments that include reading and writing</i>
Parental Opinion and Consultation	<i>Parent Consultation and Approval</i>
Comparison of Performance in Basic Skills (Academic Achievement Results)	<i>Achieving grade level proficiency on the schools Universal Screener Assessment or CAASPP assessment</i>

### Graduation Rate for English Learners

(20 U.S.C. Section 6312[e][3][A][vi])

The minimum expected rate of graduation for all students in a GCC school is 75%. Local educational agency (LEA) graduation rates are displayed on the Graduate Data report, which is

available on the California Department of Education DataQuest web page at <http://dq.cde.ca.gov/dataquest/>.

## **Language Acquisition Programs Offered**

We are required to offer, at a minimum, a **Structured English Immersion (SEI)** program option (*EC* Section 305[a][2]). At this time, we offer the following language acquisition programs:

### **Structured English Immersion Program**

A language acquisition program for English learners in which nearly all classroom instruction is provided in English, but with curriculum and a presentation designed for students who are learning English. At minimum, students are offered Designated ELD and provided access to grade level academic subject matter content with Integrated ELD.

Parents or guardians may choose a language acquisition program that best suits their child (*EC* Section 310). Language acquisition programs are educational programs designed to ensure English acquisition occurs as rapidly and effectively as possible. They provide instruction to English learners based on the state-adopted academic content standards, including English language development (ELD) standards (20 U.S.C. Section 6312[e][3][A][iii],[v]); *EC* Section 306[c]).

Parents or guardians may provide input regarding language acquisition programs during the development of the Local Control and Accountability Plan (*EC* Section 52062). If interested in a different program from those listed above, please contact your school to ask about the process. Although schools have an obligation to serve all EL students, parents or guardians of EL students have a right to decline or opt their children out of a school's EL program or out of particular EL services within an EL program. If parents or guardians opt their children out of a school's EL program or specific EL services, the children retain their status as EL students and will be assessed annually with the Summative ELPAC. The school remains obligated to take the affirmative steps required by Title VI of the Civil Rights Act of 1964 and the appropriate actions required by the Equal Education Opportunity Act of 1974 to provide EL students access to its educational programs (20 U.S.C. sections 1703[f], 6312[e][3][A][viii]).

For more information about language acquisition programs or EL programs, call your schools front office or call Gateway Community Charters at 916-286-5129.

## **Surveys About Personal Beliefs**

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

## **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.

## **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 GCC Human Resources Department at [GCCHumanResources@gcccharters.org](mailto:GCCHumanResources@gcccharters.org) to obtain this information.

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

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

1. The right to inspect and review the student’s education records within 5 business days after the day the Charter School receives a request for access. Parents or eligible students should submit to the Charter School Superintendent 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 Superintendent or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the record as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible student, the Superintendent must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

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

One exception, which permits disclosure without consent, is disclosure to Charter School officials with legitimate educational interests. A Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff

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

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

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

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:  
Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202
5. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

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

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for

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

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

1. Student's name
2. 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. Date and place of birth
8. Dates of attendance
9. Grade level
10. Participation in officially recognized activities and sports
11. Weight and height of members of athletic teams
12. Degrees, honors, and awards received
13. The most recent educational agency or institution attended

---

<sup>3</sup> CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data. <sup>4</sup> CCGI is an authorized provider of an institutional service to all California local educational agencies and part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education ("CDE").

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

If you do not want the Charter School to disclose directory information from your child's education records without your prior written consent, you must notify the Charter School in writing at the time of enrollment or re-enrollment. A copy of the complete Policy is available on the school's website.

Please note that data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System ("CALPADS"<sup>3</sup>) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"<sup>4</sup>) and will:

Be used to provide pupils and families with direct access to online tools and resources.

- 1) Enable a pupil to transmit information shared with the CCGI to both of the following:
  - a. Postsecondary educational institutions for purposes of admissions and academic placement.
  - b. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

## **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 school principal.

## **Student Technology Acceptable Use**

### **Computer Use**

When students use GCC technology, they agree to follow the directions of teachers and school staff, rules of the school and school GCC, and rules of any computer network they access. Students also agree to be considerate and respectful of other users and to follow these rules:

- Use school technology for school-related education and research only.
- Do not alter any software or documents (except collaborative school work).
- Do not produce, distribute, access, use, or store information which: is prohibited by law, GCC or school rules; violates copyright laws; is obtained by trespassing in private or confidential files; would subject the GCC or individual to liability; is obscene, pornographic, or sexually explicit; causes delay, disruption, or harm to systems, programs, networks, or equipment; and is otherwise prohibited on a school campus.

### **Recording Devices**

The use of any electronic listening or recording device in any classroom without the prior consent of the teacher and the principal of the school disrupts and impairs the teaching process and such use is prohibited by law. Any person, other than a student, who willfully violates this policy will be guilty of a misdemeanor and subject to appropriate discipline. Permission to use such devices may be given to promote educational purposes.

### **Overview and Purpose**

GCC provides Internet access to all students and staff on GCC grounds. Internet access allows classrooms and individuals to have access to information, software, news and opinion, and communication by electronic mail that originates from any point in the world. All users must agree to this document to have access to the Internet.

Our network system has been established for educational purposes including classroom activities, direct and independent learning activities, individual and collaborative writing and publishing, career development, personal productivity, and other high-quality learning activities. GCC has the right to place reasonable restrictions on the students who can access the network system and the material they may post on the network system. All users shall not hold the GCC or any GCC staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or users' mistakes or negligence. All users shall agree to indemnify and hold harmless

the GCC and GCC personnel for any damages or costs incurred.

GCC technology may not be used for commercial purposes, financial gain, personal business, product advertisement or political lobbying activities. Advertising on GCC or school websites may be accepted under the same restrictions and conditions set forth in law, Board Policy, and administrative regulations pertaining to advertising in GCC and school-sponsored publications. 37

## **Personal Safety**

Students should not post Personal Identifiable Information (PII) about themselves or other people on the GCC network. PII includes one's full name, address, telephone number, school address, work address, etc. Students should not agree to meet with someone he/she has met online without parent/guardian approval. Student Data Privacy.

GCC complies with State Assembly Bill 1584, relative to student data confidentiality. System accounts will be created for each student except when the student's parent/guardian has notified the GCC in writing to not allow an account to be created. Unauthorized Access

- No students will attempt to gain unauthorized access to the GCC network or any GCC computer, or go beyond authorized access. This includes attempting to log on through another person's account.
- No person may use any device or software to gain unauthorized access to another person's files or private information.
- No student will attempt to disrupt the GCC network system, destroy data by spreading computer viruses or by any other means, or attempt to obtain another student's logon information.
- No student may use the GCC network to engage in any illegal act, such as arranging for a drug sale, engaging in criminal gang activity, threatening the safety of another person, and engaging in gambling activities.

It is the policy of Gateway Community Charters to: (a) prevent user access over its computer network to, or transmission of, inappropriate materials via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activities; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].

## **Access to Inappropriate Material**

To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the Children's Internet Protection Act, Blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research of other lawful purposes.

## **Inappropriate Network Usage**

To the extent practical, steps shall be taken to promote the safety and security of users of the Gateway Community Charters online computer network when using electronic mail, Chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

### **Education, Supervision and Monitoring**

It shall be the responsibility of all members of the GCC staff to educate, supervise, and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent or their designee. The site level administrator will ensure or provide age-appropriate training for students who use the GCC Internet. The training provided will be designed to promote the GCC commitment to: a) The standards and acceptable use of Internet services b) Student safety with regard to a. safety on the Internet; b. appropriate behavior while online, on social networking Web sites, and in chat rooms; and c. cyber bullying awareness and response d. anti-bullying awareness and response c) Compliance with the E-rate requirements of the Children's Internet Protection Act ("CIPA").

## **Nutrition and Wellness**

### **School Meals and Student Wellness**

Pursuant to California law, the Charter School shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, during each schoolday to any student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free breakfast meal and one (1) free lunch meal during each schoolday. This shall apply to all pupils in kindergarten through grade twelve (12).

For all independent study programs operated by Charter School, a maximum of one (1) free breakfast meal and one (1) free lunch will be available each school day on which the student is scheduled for two (2) or more hours of educational activities at a school site, resource center, meeting space or other satellite facility operated by the Charter School

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



Based on a parent/guardian's annual earnings, a parent/guardian may be eligible to receive the Earned Income Tax Credit from the Federal Government (Federal EITC). The Federal EITC is a refundable federal income tax credit for low-income working individuals and families. The Federal EITC has no effect on certain welfare benefits. In most cases, Federal EITC payments will not be used to determine eligibility for Medicaid, Supplemental Security Income, food stamps, low-income housing, or most Temporary Assistance For Needy Families payments. Even if you a parent/guardian does not owe federal taxes, they must file a federal tax return to receive the Federal EITC. Be sure to fill out the Federal EITC form in the Federal Income Tax Return Booklet. For information regarding your eligibility to receive the Federal EITC, including information on how to obtain the Internal Revenue Service (IRS) Notice 797 or any other necessary forms and instructions, contact the IRS by calling 1-800-829-3676 or through its website at [www.irs.gov](http://www.irs.gov).

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

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

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

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

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

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

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g.,

Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

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

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

Charter School is an equal opportunity provider.

## **Legal and Administrative Forms**

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

The Governing Board recognizes that Gateway Community Charters' ("GCC") schools are the local agencies responsible for ensuring compliance with state and federal laws and regulations governing educational programs. Pursuant to this policy, persons responsible for conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing for the following types of complaints:

1. Complaints alleging misconduct or unlawful discrimination based on disability, gender, gender identity, gender expression, nationality, national origin, immigration status, citizenship status, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, race, color, ancestry, or ethnicity, religion, sex, 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 program or activity.

2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant and Parenting Pupils
  - Adult Education
  - After School Education and Safety
  - Agricultural Career Technical Education
  - Career Technical and Technical Education: Career Technical; Technical Training (State)
  - Career Technical Education (Federal)
  - Child Care and Development
  - Compensatory Education
  - Course Periods without Educational Content
  - Economic Impact Aid
  - Education of Pupils in Foster Care, Pupils Who are Homeless, Former Juvenile Court Pupils Now Enrolled in a School District, and Pupils of Military Families
  - Every Student Succeeds Act/No Child Left Behind (Titles I-VI)
  - Local Control and Accountability Plans (LCAP)
  - Migrant Education
  - Physical Education Instructional Minutes
  - Pupil Fees
  - Reasonable Accommodations to a Lactating Pupil
  - Regional Occupational Centers and Programs
  - School Plans for Student Achievement
  - School Safety Plans
  - Schoolsite Councils
  - State Preschool
  - State Preschool Health And Safety Issues In LEAs Exempt From Licensing

For all other complaints, please refer to the GCC Employee Handbook and GCC Board Policies: Internal Complaints Review, Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation, Whistleblower Policy.

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

Upon receipt of a written complaint such as those described above uniform complaint, procedures

shall be initiated and the Superintendent/CEO or designee shall distribute full information about these procedures.

The Board recognizes that a neutral mediator can often suggest an early compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent/CEO or designee shall initiate a mediation process before beginning a formal compliance investigation. The Superintendent/CEO or designee shall ensure that mediation results are consistent with state and federal laws and regulations.

The Board acknowledges and respects student and employee rights to privacy. Alleged misconduct or discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and facts. This includes keeping the identity of the complainant confidential except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent/CEO or designee on a case-by-case basis.

The Board prohibits retaliation in any form for the filing of a complaint, the reporting of alleged misconduct, instances of discrimination, or participation in complaint procedures. Such participation shall not in any way affect the status, grades or work assignments of the complaint.

## **Procedure**

### ***Compliance Officers / GCC Schools***

The Governing Board designates the following compliance officer(s) to receive and investigate complaints and ensure school compliance with law:

Assistant Superintendent, Morri Elliott  
5112 Arnold Ave. Suite A. McClellan, CA 95652  
916.286.5129 (Phone)  
916-993-4110 (Fax)  
[www.gcccharters.org](http://www.gcccharters.org)

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

### ***Notifications***

The above notification shall state that complainants may seek help from agencies such as legal assistance agencies, local mediation centers or county office of education.

The Assistant Superintendent or designee shall annually provide written notification of the Charter School's uniform complaint procedures to students, employees, parents/guardians, appropriate

private officials or representatives, and other interested parties.

The Assistant Superintendent or designee shall make copies of the Charter School's uniform complaint procedures free of charge.

The notice shall:

1. Identify the person(s), position(s) or unit(s) responsible for receiving complaints.
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable.
3. Advise the complainant of the appeal process pursuant to Education Code 262.3, including the complainant's right to take the complaint directly to the California Department of Education ("CDE") or to pursue remedies before civil courts or other public agencies.
4. Include statements that:
  - a. The Charter School is primarily responsible for compliance with state and federal laws and regulations;
  - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint, unless the complainant agrees in writing to an extension of the timeline;
  - c. An unlawful discrimination complaint must be filed not later than six months from the date the alleged discrimination occurs or six months from the date the complainant first obtains knowledge of the facts of the alleged discrimination;
  - d. The complainant has a right to appeal the Charter School's decision to the CDE by filing a written appeal within 15 days of receiving the Charter School's decision; and
  - e. The appeal to the CDE must include a copy of the complaint filed with the Charter School and a copy of the Charter School's decision.

### ***Procedures***

The following procedures shall be used to address all complaints, which allege that the school has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions.

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

#### ***Step 1: Filing of Complaint***

Any individual, public agency or organization may file a written complaint of alleged noncompliance by the school.

Complaints alleging misconduct or unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

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

#### *Step 2: Mediation*

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

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

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

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

#### *Step 3: Investigation of Complaint*

The compliance officer shall hold an investigative meeting within ten business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or his/her representative and the school's representatives shall also have an opportunity to present information relevant to the complaint. Parties to the dispute may discuss the complaint and question each other or each other's witnesses.

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

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

#### *Step 4: Response*

Within 60 business days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the school's investigation and decision, as described in Step #5 below.

The Superintendent/CEO may consider the matter and review the investigation of the Compliance Officer. Parties should consider and accept the Superintendent/CEO decision as final. However, the complainant, the employee, or the Superintendent or designee may ask to address the Board regarding the complaint. The Superintendent/CEO in consultation with GCC Executive Committee may decide if a Board hearing is required.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 business days of the school's initially receiving the complaint or within the time period that has been specified in a written agreement with the complainant.

#### *Step 5: Final Written Decision*

The school's decision shall be in writing and sent to the complainant. The report of the school's decision shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, the school shall arrange a meeting at which a community member will interpret it for the complainant.

This report shall include:

1. The findings of fact based on evidence gathered
2. The conclusion(s) of law.
3. The disposition of the complaint
4. The rationale for such disposition
5. Corrective actions, if any are warranted\*
6. Notice of the complainant's right to appeal the decision within fifteen days to the California Department of Education, and procedures to be followed for initiating such an appeal
7. For discrimination complaints arising under state law, notice that the complainant must wait until 60 have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.
8. For discrimination complaints arising under federal law, such complaint may be made at any time to the U.S. Department of Education, Office for Civil Rights.
9. A detailed statement of all specific issues that were brought up during the investigation and the extent to which these issues were resolved

*\* If an employee is disciplined as a result of the complaint, this report shall simply state that effective action was taken and that the employee was informed of school expectations. The report shall not give any further information as to the nature of the disciplinary action.*

#### ***Appeals to the California Department of Education***

If dissatisfied with the school's decision, the complainant may appeal in writing to the CDE within 15 business days of receiving the school's decision. For good cause, the Director of Public

Instruction may grant an extension for filing appeals.

When appealing to the CDE, the complainant must specify the reason(s) for appealing the school's decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and the school's decision.

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

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

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

### ***Civil Law Remedies***

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 discrimination complaints arising under state law, however, a complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately and in a timely manner apprised the complainant of his or her right to file a complaint in accordance with 5 CCR 4622.



## Opt-Out of Photographs or Interviews – Optional Form

There are many positive accomplishments and activities that our students are involved in each school year. The news media and the GCC Communication Department occasionally photograph or film these events for the purpose of sharing information about our programs and highlighting positive activities in our schools. These images may be used in GCC or school newsletters, GCC handbook, GCC or school websites, other promotional materials, or by the news media.

**If you do not want your child's likeness used, please fill out this form and return it to your schools front office who will return the form to the GCC Communications Department.**

- ☐ I request that my child's photo **not** be used in any GCC or media publications or presentations.
- ☐ I understand that this request may prevent my child from participating in some activities.
- ☐ I agree to also notify my child's teacher and principal to ensure that they are aware of my preference.
- ☐ I will instruct my child to avoid photo and media situations or to tell an adult should their photograph be taken.

Student Name: \_\_\_\_\_

Parent or Guardian Name: \_\_\_\_\_

School: \_\_\_\_\_

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

Parent or Guardian Signature: \_\_\_\_\_